

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

HER IMPORTS)	
)	
Plaintiff,)	
vs.)	Case No. 1:22-cv-03243
)	
CABELLO REAL, LTD)	Honorable Nancy L. Maldonado
incorporated in the United Arab)	
Emirates, CABELLO REAL FZE,)	
incorporated in the United Arab)	
Emirates, JOHN DOES 1-10 and Roe)	
Corporations 1-10.)	
)	
Defendants.)	

POST JUDGMENT RELIEF MOTION

Plaintiff, Her Imports, by and through the undersigned counsel hereby submits this Post Judgment Relief Motion. In support of this Motion, the Plaintiff states:

I. Procedural Background

1. On January 18, 2023, the Court granted the Plaintiff’s Motion for a default judgment against the Defendants, Cabello Real, Ltd., and Cabello Rela FZE to pay Plaintiff, Her Imports \$657,771 [Dkt. 34].

2. At the time of ruling, the Plaintiff explained to the Honorable Nancy L. Maldonado, the difficulty in collecting a monetary judgment from the Cabello entities who are domiciled in the United Arab Emirates, and that the Cabello entities had U.S assets, which included: a non-functioning internet site (www.herimports.com); share ownership in Her Imports; and a Instagram account in Her Imports name that they would like to attach to the default judgment.

3. The Honorable Nancy L. Maldonado directed the Plaintiff to take the necessary steps to collect the judgment, and if unable to so, after 60 days, file a Post Judgment Relief Motion with the Court.

II. Background on Collection Efforts

4. Following the Default Judgment, the Plaintiff notified the Defendants via email and notice through their Facebook and WhatsApp account of the Default Judgment of \$657,771

5. In addition to notice, the Plaintiff's attorney, posted the case filings and Notice of Default on their website, at., www.312legal.com. A copy of this link was sent electronically to the Defendants. As of the date of this Motion, the Defendants have make any payments on the judgment, let alone respond to notice of the judgment.

6. Rather than waiting for a response, the Plaintiff took immediate action to collect this default judgment. See: Exhibit A - Barry Hall Affidavit.

7. The Plaintiff investigated the history of the Cabello entities and its control person, Patrick Terry to discover:

- a. Patrick Terry has a history of unpaid judgments against him, i.e, U.S. District Court for Central California, Case No. CV 10-2170-R, for \$632,372.58, consisting of \$285,694.78 for breach of contract and 346,677.80 for conversion, fraud, and negligent misrepresentation. Hall Affidavit ¶ 15(a).
- b. The Cabello entities own common stock in the Plaintiff, Her Imports. Hall Affidavit ¶ 8.
- c. The Cabello entities have administrative of the Plaintiff's non-operating website, i.e. www.herimports.com. Hall Affidavit ¶ 9.
- d. The Cabello entities have administrative control the Plaintiff's Cabello.divino Instagram account. Hall Affidavit ¶ 9.
- e. Patrick Terry has defaulted on his child supports payments. Hall Affidavit ¶15(b).
- f. Patrick Terry has defaulted on legal bills related to unsuccessful lawsuits. Hall Affidavit ¶15(e).

8. The Plaintiff recognized that since the Cabello Defendants are foreign entities, domiciled in the United Arab Emirates, it will be difficult to collect the monies owed, even with a U. S. Court Order.

9. Terry Patrick and the Cabello entities have a history of not paying their debts. Hall Affidavit ¶16.

10. The Plaintiff engaged the services of Legal Document Management, Inc. in Chicago, IL, who has a good history in helping Plaintiffs collect on outstanding Court Orders. See Exhibit B – Verella Osborne Affidavit.

11. Legal Document Management tackled the collection of the outstanding Default Judgement for \$\$657,771 Court Order from multiple angles.

- a. They contacted, attorney Tom McLean, an international agent for process service. This attorney explained that service of process of a foreign lawsuit, alone, is extremely difficult in the UAE as the application must be reviewed and approved by the royal family members, which frequently hold ownership interest in the defendant company. Osborne Affidavit ¶ 2.
- b. Next, they contacted the UAE Embassy in Washington, D.C. and spoke to an agent and requested any written procedures the Embassy could provide regarding the process of collecting a foreign judgment issued on a UAE corporation. They were informed the Embassy had no such information available. Effective February 1, 2023, the designed agent for UAE was changed to a member of the royal family. Osborne Affidavit ¶ 3.
- c. They emailed a similar request to the U.S. Secretary of State, Department of Commerce, and have not received a reply. Osborne Affidavit ¶ 4.
- d. They contacted the U.S. Commercial Service, the U.S. government's largest trade promotion agency and made the same request for information on procedures to collect a U.S. judgment on a UAE corporation and have not received a reply to date. Osborne Affidavit ¶ 5.
- e. They telephoned the U.S. Consulate in Dubai and they have not received any email or telephone reply to date. Osborne Affidavit ¶ 6.

f. They researched a published article from Thomas Reuters and Practical Law Country the same article by Susie Abdel-Nabi and Lucy Nash of the U.K. law firm, Clyde & Co., entitled “Enforcement of Judgments in the United Arab Emirates,” and found there is no treaty or agreement on this topic between the UAE and the USA. Osborne Affidavit ¶ 7.

g. They found that the enforcement of foreign judgments in the UAE are governed by “Article 85 of the Executive Regulations” [of the Code of Civil Procedure], which contains the substantive law and procedure for the enforcement of a foreign judgment.: And that, excluded Judgments, i.e., The types of foreign judgments in commercial matters that appear to be automatically excluded for collection are: -- "Default judgments.” Osbone Affidavit ¶ 8.

12. Based on this research, the laws of the UAE will prevent the Plaintiff from collecting on this Default Judgment.

13. Therefore, the only remaining method to collect on this default judgment is to attach the Cabello entities U.S. assets.

III. Equitable Remedy in the Alternative of Legal Remedy

14. As the Seventh Circuit notes, “[a]n injunction is an equitable remedy that does not issue as a matter of course, but rather a remedy that courts may grant at their discretion in the extraordinary situations where legal remedies such as monetary damages are inadequate. *Bedrossian v. Northwestern Memorial Hosp.* 409 F.3d 840, 842 (7th Cir. 2005).

15. In this instant case, the Plaintiff anticipates that monetary damages will be difficult to recover from foreign entities; and, would be “seriously deficient as a remedy for the harm suffered.” *Roland Mach. Co. v. Dresser Indus., Inc.*, 749 F.2d 380, 386 (7th Cir. 1984).

16. Further, the Plaintiff believes that since the Cabello entities did not answer or respond to this lawsuit, it is highly unlikely that will pay any default money damages. And, based on the work conducted by Legal Document Services (cited above) it is not possible to enforce a U.S. Court Order in the United Arab Emirates.

17. This makes this legal remedy inadequate.

18. The Cabello entities collectively own 6,022,696 shares of common stock of Her Imports. The last public sale of the common stock on August 25, 2021. The average price of the stock was \$0.05 per share. \$0.05 a share times 6,022,696 shares equals \$301,135, far less than the \$657,771 owed to Her Imports by the Cabello entities. Hall Affidavit ¶ 25.

19. Since monetary damages are not recoverable as a legal remedy from foreign entities, this will cause irreparable harm to the Plaintiff and its shareholders. Therefore, the Plaintiff respectfully requests this Court to restore its *status quo* via injunctive relief, whereby NATCO, Her Import's authorized transfer agent cancel the Defendants share ownership of Her Imports to the amount of the monies owed, which would include any and all shares issued to the Cabello entities; transfer the administrative control in the Cabello.divino Instagram account to Her Imports; and transfer the administrative control over in the non-functioning URL www.herimports.com to Her Imports. Hall Affidavit ¶ 24.

20. Therefore, based on this extraordinary situation, in attempting to recover damages from two United Arab Emirates entities, the Plaintiff respectfully requests this Court's discretion to grant the Plaintiff injunctive relief to recover a portion of the Defendants holdings located in the United States, as an equitable remedy.

IV. Injunctive Relief

21. A party seeking a preliminary injunction must show (1) that its case has "some likelihood of success on the merits," and (2) that it has "no adequate remedy at law and will suffer irreparable harm if a preliminary injunction is denied." *Ezell v. City of Chi.*, 651 F.3d 684, 694 (7th Cir. 2011). The threshold for establishing likelihood of success is relatively low. *Mich. v. U.S. Army Corps of Eng'rs*, 667 F.3d 765, 782 (7th Cir. 2011). The moving party must only "present a claim plausible enough that (if the other preliminary injunction factors cut in their favor), the

entry of a preliminary injunction would be an appropriate step.” *Id.* at 783. If the moving party meets these threshold requirements, the district court “weighs the factors against one another, assessing whether the balance of harms favors the moving party or whether the harm to the nonmoving party or the public is sufficiently weighty that the injunction should be denied.” *Id.* The district court’s weighing of the factors is not mathematical in nature; rather, it is “more properly characterized as subjective and intuitive, one which permits district courts to weigh the competing considerations and mold appropriate relief.” *Ty, Inc. v. Jones Group, Inc.*, 237 F.3d 891, 895–96 (7th Cir. 2001) (quoting *Abbott Labs. v. Mead Johnson & Co.*, 971 F.2d 6, 12 (7th Cir. 1992)).

22. An injunction is an equitable remedy warranted only when the plaintiff does not have an adequate remedy at law, such as monetary damages. See *Morales v. Trans World Airlines*, 505 U.S. 374, 381 (1992); *Franklin v. Gwinnett Co. Pub. Sch.*, 503 U.S. 60 75-76 (1992)

V. Adequate Remedy At Law

23. Plaintiffs do not have a remedy at law. *Girl Scouts of Manitou Council v. Girl Scouts of the United States of America, Inc.*, 549 F.3d 1079 at 1095 (7th Cir. 2008). In other words, the Plaintiffs have demonstrated that, in this instant case, money damages are inadequate, since they cannot be collected. Plaintiff has demonstrate that: (1) absent injunctive relief, it will suffer irreparable harm; (2) traditional legal remedies are inadequate; and (3) its claim has some likelihood of success on the merits. *Id.* The court also must consider the public interest in either the grant or denial of the injunctive relief. *Id.*

24. Plaintiffs need not show traditional legal remedies would be “wholly ineffectual,” but, rather, that they would be “seriously deficient as compared to the harm suffered.” *Foodcomm Int’l v. Barry*, 328 F.3d 300, 304 (7th Cir. 2003). “[S]howing irreparable harm is ‘[p]robably the most

common method of demonstrating that there is no adequate legal remedy.” *Campbell v. Miller*, 373 F.3d 834, 840 (7th Cir. 2004) (Williams, J., dissenting) (quoting 11A Charles A. Wright, Arthur R. Miller & Mary K. Kane, *Federal Practice and Procedure* § 2944 (2d ed. 1995)); see also *Fleet Wholesale Supply Co. v. Remington Arms Co.*, 846 F.2d 1095, 1098 (7th Cir. 1988); *Wil-Kar, Inc. v. Vill. of Germantown*, 153 F. Supp. 2d 982, 987 (E.D. Wis. 2001).

VI. Injunctive Relief Analysis

A. Likelihood of Success on the Merits

25. To prevail on injunctive relief, the Plaintiff must show some likelihood of success on the merits. This is a low threshold, as the Plaintiff need only demonstrate that its chances of prevailing are “better than negligible.” *Roland Mach. Co.*, 749 F.2d at 387 (quoting *Omega Satellite Prods Co. v. City of Indianapolis*, 694 F.2d 119, 123 (7th Cir. 1982)).

26. The Plaintiff argues and demonstrates that the Defendants misappropriated \$657,771. Based on this unjust enrichment by the Cabello entities, there is a high likelihood on the success of the merits of this case.

B. Irreparable Harm/Inadequate Legal Remedy

27. To show lack of an adequate remedy at law, the moving party must show that monetary damages would be “seriously deficient as a remedy for the harm suffered.” *Roland Mach. Co. v. Dresser Indus., Inc.*, 749 F.2d 380, 386 (7th Cir. 1984). “A damages remedy may be inadequate if it comes ‘too late to save the plaintiff’s business or if the nature of the plaintiff’s loss may make damages very difficult to calculate.’” *Gateway E. Ry. Co. v. Terminal R.R. Ass’n of St. Louis*, 35 F.3d 1134, 1140 (7th Cir. 1994) (quoting *Roland Mach. Co.*, 749 F.2d at 386). The same principle applies in the context of irreparable harm; indeed, a business is said to suffer irreparable harm if it is forced to shut down while awaiting trial. *Roland Mach. Co.*, 749 F.2d at 386; see also *United*

Air Lines, Inc. v. Air Line Pilots Ass'n, No. 08-cv-4317, 2008 WL 4936847, at * 45 (N.D. Ill. Nov. 17, 2008).

28. To show lack of an adequate remedy at law, the moving party must show that monetary damages would be “seriously deficient as a remedy for the harm suffered.” *Roland Mach. Co. v. Dresser Indus., Inc.*, 749 F.2d 380, 386 (7th Cir. 1984). “A damages remedy may be inadequate if it comes ‘too late to save the plaintiff’s business or if the nature of the plaintiff’s loss may make damages very difficult to calculate.’” *Gateway E. Ry. Co. v. Terminal R.R. Ass’n of St. Louis*, 35 F.3d 1134, 1140 (7th Cir. 1994) (quoting *Roland Mach. Co.*, 749 F.2d at 386).

29. In this instant case, the Plaintiff has suffered a financial loss of \$657,771. Hall Affidavit ¶ 13. These funds were wrongfully taken at the expense of Plaintiff, Her Imports and its 200 shareholders. Hall Affidavit ¶ 26. The two Cabello entries are domiciled in the United Arab Emirates. Hall Affidavit ¶ 8. Based on attempted collection endeavors, the laws of the UAE will prevent the Plaintiff from collecting on this Default Judgment..

30. Therefore, based on these circumstances, it is not possible to collect on any monetary damages awarded from entities domiciled in the United Arab Emirates. Failure to reclaim financial loss of \$657,771 would cause irreparable harm to the Plaintiff and its shareholders. Hall Affidavit ¶ 26. Therefore, based on these circumstances, since the \$657,771 cannot be recovered, this would make this legal remedy inadequate.

C. Balance of Harms and Public Interest

31. Once a moving party has satisfied the threshold requirements for injunctive relief, a court must balance the threatened injury to the moving party with the threatened harm that the injunction may inflict on the nonmovant. *Girl Scouts of Manitou Council*, 549 F.3d at 1085.

32. In this instant case, the Plaintiff believes it has made a satisfactory showing of the likelihood of success, the irreparable harm this has cause the Plaintiff under these circumstances there is inadequate legal remedy to collect a judgment against entities where the laws of the UAE prevent the Plaintiff from collecting on this Default Judgment. Therefore, this is now in the hands of the District Court to balance the harm the injunction would impose on the defendant against the injury the Plaintiff would suffer without the injunction. *See Vencor, Inc. v. Webb*, 33 F.3d 840, 845 (7th Cir.1994).

VI. Notice to Defendants

33. Separately, the Plaintiff will serve a copy of this Post Judgment Relief Motion and corresponding Affidavits on the Defendants and file a separate Certificate of Service.

VII. Conclusion

Wherefore, the Plaintiff respectfully requests this Court to grant its motion to restore its *status quo* via injunctive relief, whereby NATCO, Her Imports' authorized transfer agent will cancel the Defendants share ownership of Her Imports to the amount of the monies owed, which would include any and all shares issued to the Cabello entities; transfer administrative control of the Cabello.divino Instagram account to Her Imports; and transfer the administrative control to Her Imports in the non-functioning URL www.herimports.com to Her Imports.

Dated: March 21, 2023

Respectfully submitted,

By: /s/ T. J. Jesky
T. J. Jesky

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Counsel for Plaintiff

Exhibit A

Barry Hall Affidavit

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

HER IMPORTS)

Plaintiff,)

vs.)

CABELLO REAL, LTD)
incorporated in the United Arab)
Emirates, CABELLO REAL FZE,)
incorporated in the United Arab)
Emirates, JOHN DOES 1-10 and Roe)
Corporations 1-10.)

Defendants.)

) Case No. 1:22-cv-03243

) Honorable Nancy L. Maldonado

AFFIDAVIT IN SUPPORT OF POST JUDGMENT RELIEF

I, BARRY HALL, state under penalty of perjury, that the foregoing is true and correct:

1. I am an adult over the age of eighteen (18) years and that the following is true and correct and within my personal knowledge and that I can competently testify to the statements contained herein if called to do so.

2. Except as otherwise expressly stated to the contrary, I have personal knowledge of the following facts and, if called as a witness to support damages sought in the above reference case, I could and would competently testify as follows:

3. I am the Chairman and Chief Executive Officer of Her Imports.

4. Her Imports, operates a business that globally sources, markets and sells human hair as hair extensions and related haircare and beauty products.

5. Its predecessor, Her Imports, LLC, a private limited liability company was originally formed and operated by Patrick Johnathan William Terry (hereinafter "Mr. Terry"). Mr.

Terry is a Canadian citizen, with a residence in the United Arab Emirates, who currently resides in Mexico.

6. Mr. Terry began working with Her Imports in 2015. It was not until April 9, 2018 that Mr. Terry's Cabello entities took ownership in Her Imports.

7. On April 9, 2018, Cabello Real, FZE took ownership of 1,250,000 common shares and Her Imports and on June 20, 2018, Cabello Real acquired another 3,500,000 common shares of Her Imports. On June 28, 2018, Cabello Real, Ltd. acquired 1,272,696 common shares of Her Imports.

8. Cabello Real, Ltd, is domiciled in the United Arab Emirates. They currently own 1,272,696 (13.5%) common shares of Her Imports and Cabello Real, FZE, domiciled in the United Arab Emirates currently owns 4,750,000 (50.3%) common shares of Her Imports. The Cabello entities also received 5,000,000 non-voting, non-cumulative, callable preferred stock.

9. At or about the same time Cabello took stock ownership in Her Imports, Mr. Terry, under his Cabello entities took administrative control of Her Imports, now non-functioning website, URL (www.herimports.com) and took administrative control the Cabello.divino Instagram account, which sells Her Imports products.

10. The Defendants, Cabello Real, Ltd, and Cabello Real, FZE are United Arab Emirates corporations, therefore, the Defendants are not minors, an incompetent person or in the military service.

11. Based on a Form 4 SEC filing and their Schedule 13D filings, the Cabello entities are controlled and owned by Mr. Terry.

12. Mr. Terry asked the Plaintiff, Her Imports to pay bills, and pay special bonuses under the pretense that he was helping build the business for Her Imports. The requests continued to increase, and based on the past working relationship, Her Imports accommodated these requests.

13. Based on these Cabello non-reimbursed expenses, on June 21, 2022, Her Imports filed a Complaint against Cabello [Dkt. 1] and on January 18, 2023, the Court granted the Plaintiff's Motion for a default judgment against the Defendants, Cabello Real, Ltd., and Cabello Rela FZE to pay Plaintiff, Her Imports \$657,771 [Dkt. 34].

14. Following the default judgment of \$657,771, Her Imports began the process to collect on this debt. Patrick Terry and his Cabello entities were notified of the debt via email and sending the link www.312legal.com to their Facebook and WhatsApp accounts, which gave them notice of the \$657,771 default judgment.

15. The Cabello entities and Terry Patrick have a history of unpaid judgments against them. For example, they have defaulted and made no payments for:

- a. U.S. District Court for Central California, Case No. CV 10-2170-R, for \$632,372.58, consisting of \$285,694.78 for breach of contract and 346,677.80 for conversion, fraud, and negligent misrepresentation.
- b. Patrick Terry has defaulted on his child supports payments in: the United States, Canada, Jamaica and United Kingdom. According to Terry's own representations he has over 13 children in four different countries, only four of whom he provided the required support.
- c. Terry orchestrated three separate break-in and theft of products in excess of \$160,000.
- d. Terry operates under at least six aliases on the "Dark Web" where he sells counterfeit currencies and passports.
- e. Terry has defaulted on legal bills related to unsuccessful lawsuits that he initiated simply to harass and intimidate former associates who refused to assist him in his nefarious plans.

f. Terry has used his administrative control of the Company's former Instagram account to slander and smear the current management of Her Imports.

16. Terry Patrick and the Cabello entities have a history of not paying their debts.

17. In order to collect the \$657,771 default judgment, Her Imports hired the services of Legal Document Management, Inc. a legal support services company to the legal profession that has been in business since 1982.

18. Legal Document Management for the past 60-days, have worked to collect this debt. See: Exhibit B – Affidavit of Verella Osborne.

19. Legal Document Management attempted to collect by: a) hiring outside services of a collection attorney; b) they contacted the UAE Embassy in Washington, D.C., the U.S. Secretary of State, the Department of Commerce, the U.S. Commercial Service, the U.S. government's largest trade promotion agency; and c) they contacted the U.S. Consulate in Dubai.

20. After weeks of research, they found that the enforcement of foreign judgments in the UAE are governed by "Article 85 of the Executive Regulations" [of the Code of Civil Procedure], which contains the substantive law and procedure for the enforcement of a foreign judgment.: And that, excluded judgments, i.e., the types of foreign judgments in commercial matters that appear to be automatically excluded for collection are: --"Default judgments."

21. Said differently, the laws of UAE stop the collection of a default judgment.

22. Based on the Defendants and Patrick Terry's history of non-payment of court orders, the only remaining way to satisfy this judgement is to seize Cabello's U.S. assets, which in itself will not totally satisfy the total \$657,771 default judgment, but would provide Her Imports with an acceptable alternative.

23. Based on our collection efforts and legal research, since the Cabello Defendants are foreign UAE entities, it is not possible to collect the monies owed even with a U. S. Court Order,.

24. Therefore, on behalf of Her Imports, I respectfully ask the Court to grant an Order, that NATCO, Her Import's authorized transfer agent cancel the Defendants share ownership of Her Imports to the amount of the monies owed, which would include any and all shares issued to the Cabello entities and their assignees; transfer the administrative control of the Cabello.divino Instagram account, which sells Her Imports products to Her Imports [this doesn't make sense]; and the transfer administrative control of the non-functioning website called www.herimports.com to Her Imports.

25. The Cabello entities collectively own 6,022,696 shares of common stock of Her Imports. The last public sale of the common stock on August 25, 2021. The average price of the stock was \$0.05 per share. \$0.05 a share times 6,022,696 shares equals \$301,135, far less than the \$657,771 owed to Her Imports by the Cabello entities.

26. This alternative represents an equitable method to protect the value of the Her Imports, approximately 200 shareholders, whose ownership value in Her Imports suffered due to the misappropriation of \$657,771.

27. On behalf of Her Imports, I respectfully request this Court to grant the pending motion whereby NATCO, Her Imports' authorized transfer agent will cancel the Defendants share ownership of Her Imports to the amount of the monies owed, which would include any and all shares issued to the Cabello entities; transfer their ownership rights and administrative control in the Cabello.divino Instagram account to Her Imports; and transfer their ownership and administrative control over to Her Imports in the non-functioning URL www.herimports.com to Her Imports.

Further, the affiant sayeth naught.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Dated this 20 day of March 2023

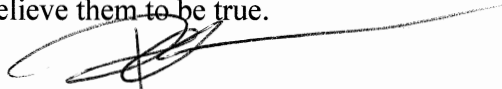


BARRY HALL on behalf of himself and Her Imports

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, Barry Hall, being first duly sworn according to law, depose and say:

I have read the foregoing Affidavit in Support of Post Judgment Relief, know the contents thereof and state that the same is true of my own personal knowledge, except those matters stated upon information and belief, and as to those items, I believe them to be true.



BARRY HALL on behalf of himself and Her Imports

Subscribed and sworn to me this 20 day of the month of March, 2023



Notary Public

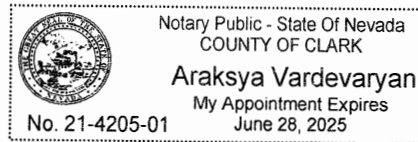


Exhibit B

Verella Osborne Affidavit

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

HER IMPORTS)	
)	
Plaintiff,)	
vs.)	Case No. 1:22-cv-03243
)	
CABELLO REAL, LTD)	Honorable Nancy L. Maldonado
incorporated in the United Arab)	
Emirates, CABELLO REAL FZE,)	
incorporated in the United Arab)	
Emirates, JOHN DOES 1-10 and Roe)	
Corporations 1-10.)	
)	
Defendants.)	

AFFIDAVIT OF VERELLA OSBORNE

I, Verella Osborne, being duly sworn on oath, do hereby attest as follows:

1. I am President of Legal Document Management Inc., a company which has provided legal support services to the legal profession since 1982. As requested by attorney T.J. Jesky in January 2023, who needs to provide the United States District Court For the Northern District of Illinois, Eastern Division, Case No. 1:22-cv-03243, with evidence as to what has taken place to collect the Default Judgment against Cabello Real, LTD and Cabello Real FZE, United Arab Emirates entities, I have researched a means by which a court-ordered judgment issued in the United States against a corporation situated in the United Arab Emirates (“UAE”) might be collected in the UAE by the U.S. plaintiff. I contacted and researched several sources, as described herein.

2. I contacted our firm’s international agent for process service, attorney Tom McLean, Senior Consultant for International Litigation Support for Legal Language Services in Leawood, KS. This company has successfully handled international service of process for our clients for over 20 years. His response to my inquiry was that, while his company has effected hundreds of services in countries throughout the world, it has never been requested to assist with judgment collection in the UAE or any Arab country. He explained that service of process of a foreign lawsuit, alone, is extremely difficult in the UAE as the application must be reviewed and approved by the royal family members, which frequently hold ownership interest in the defendant company.

3. I telephoned the UAE Embassy in Washington, D.C. and spoke to an agent and requested any written procedures the Embassy could provide regarding the process of collecting a foreign judgment issued on a UAE corporation. I was informed the Embassy had no such information available. I also searched the UAE Embassy website, which produced no results for judgment collection, but did provide a “Commercial Invoices Attestation

Process Route” to present regular invoices to UAE companies. However, effective 2/1/23, the UAE terminated the submission of foreign invoices directly and have established a more restrictive process via UAE Ministry of Foreign Affairs & International Cooperation (MOFAIC), the contact for which is a member of the royal family.

4. U.S. Secretary of State, Department of Commerce, International Trade Administration – I emailed a similar request to data_inquiries@trade.gov and have received no reply to date.
5. U.S. Commercial Service, the U.S. government’s largest trade promotion agency (contact.us.state.gov) at “Export.Gov” – I emailed UAE Commercial Specialist Maya Najm at maya.najm@trade.gov and made the same request for information on procedures to collect a U.S. judgment on a UAE corporation and have received no reply to date.
6. I telephoned the U.S. Consulate in Dubai (971-4-309-4000) and left a similar message and have received no email or telephone reply to date.
7. Thomas Reuters and Practical Law Country published the same article by Susie Abdel-Nabi and Lucy Nash of the U.K. law firm, Clyde & Co., entitled “Enforcement of Judgments in the United Arab Emirates”, which outlined the legal process as of May 2022 (EXHIBIT A). I could locate no subsequent revision. The pertinent and governing procedures outlined in this legal publication in relation to the within default judgment are as follows:
 - a. Judgment collection in the UAE is first governed by any existing international convention, agreement or treaty. “The UAE is party to a number of treaties facilitating the reciprocal enforcement of judgments. The most relevant of these treaties are the GCC Convention for the Execution of Judgments, Delegations and Judicial Notifications 1996 (GCC Convention), and the Riyadh Convention on the Judicial Cooperation between the States of the Arab League 1983 (Riyadh Convention). The UAE has also entered into bilateral treaties for the reciprocal recognition and enforcement of foreign judgments, including treaties with China, India and France. The application of the above treaties extends to the financial free zones. In addition, the financial free zone courts have entered into bilateral memoranda of guidance in relation to reciprocal enforcement arrangements with courts in several other jurisdictions:
Memorandum of Guidance as to Enforcement with the High Court of England and Wales
Memorandum on Enforcement with the Supreme Court of Singapore
Memorandum of Guidance on Understanding the Enforcement of Money Judgments with the Federal Court of Malaysia
Memorandum of Guidance as to Enforcement with the High Court of Hong Kong.”

I could locate no treaty or agreement on this topic between the UAE and the USA. Also, the UAE does not subscribe to the Hague Convention.

8. Restrictions in the Enforcement of Qualifying Judgments: In the absence of a treaty or convention with the UAE and the USA, and barring the UAE subscribing to the Hague Convention, the enforcement of foreign judgments in the UAE must be governed by “Article 85 of the Executive Regulations [of the Code of Civil Procedure], which contains the substantive law and procedure for the enforcement of a foreign judgment. Article 85(1) of the Executive Regulations states that judgments and orders issued in a foreign state can be enforced in the UAE under the same conditions for the enforcement of judgments and orders that apply to the law of the jurisdiction that issued the judgment or order. In other words, without a relevant treaty in force, there is still a need for reciprocity between the UAE and the issuing state of the judgment in respect of recognition and enforcement.”

“Article 85(2) contains further conditions to enforcement, including that the UAE onshore courts must not have had (under UAE law) exclusive jurisdiction to hear the subject matter of the judgment.”

“Another important condition is that the foreign judgment must not conflict with a judgment or order rendered by a UAE court (this is important in the context of the likelihood of parallel proceedings before the UAE courts), and must not contain anything *contrary to public order or morals*.” The scope of “public order or morals” is not defined.

Challenging Enforcement: In a foreign judgment, “the execution court can review the service of proceedings. Article 85(2)(c) of the Executive Regulations explicitly requires the court to verify that the parties to the proceedings in respect of which the foreign judgment is issued *had been required to appear*.”

9. Excluded Judgments: The types of foreign judgments in commercial matters that appear to be automatically excluded for collection are:

--"Default judgments

--Judgments made without notice (*ex parte*)”

As the underlying court judgment in this instance is a default judgment, the governing Executive Regulations exclude the within judgment from any possibility of being collected, as it stands, in the UAE. The Regulations classifies foreign judgments “as judgments and orders that have been issued by a foreign *country which are capable of enforcement and execution in the UAE*.” Article 85(2) defines the judgments which are excluded and not “capable of enforcement and execution in the UAE” and includes the type of default judgment entered in the subject lawsuit.

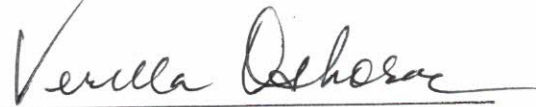
10. All foreign judgments, according to this legal brief, are subject to “formal proceedings”, rather than “simplified proceedings” for enforcement. “However, if the requirements of Article 85(2) of the Civil Procedure Code are not satisfied, a (new) civil claim must be filed in the competent UAE court, with the foreign judgment being filed as evidence.” As default judgments do not meet the stipulated requirements, it appears the judgment in this matter could not be collected under current prevailing regulations and new litigation would have to be initiated within the UAE.

11. In addition to the Reuters brief, the Global Legal Group's International Comparative Legal Guides (customer.service@glgroup.co.uk) published a comprehensive practice area article on "Enforcement of Foreign Judgments- Laws and Regulations UAE 2022-2023" (EXHIBIT B). That briefing identifies a "New York Convention" which appears to establish an agreed procedure to submit qualifying and enforceable U.S. judgments for recognition and enforcement in the UAE. However, it reiterates the same restrictions and exclusions in the governing Articles 85(1) and 85(2) of the Executive Regulations that define what constitutes an "enforceable judgment", i.e., "the parties to the dispute must have been fairly represented and heard (no default judgment), the judgment does not conflict with any previously issued judgment or order of the UAE courts, must have *res judicata* status and not be appealable, and cannot contradict the *ordre public* and morality/ethics of the UAE." This law practice article does not appear to differ or alter the category of the within judgement as excluded for collection in the UAE.

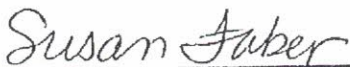
FURTHER AFFIANT SAYETH NAUGHT.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Under the penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth herein are true and correct, except to matters herein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.


VERELLA OSBORNE

Subscribed and sworn to before me
this 13th day of March, 2023



Notary Public



Enforcement of Judgments in the United Arab Emirates: Overview

by Susie Abdel-Nabi and Lucy Nash, *Clyde & Co*

Country Q&A | Law stated as at 01-May-2022 | United Arab Emirates

A Q&A guide to enforcement of judgments in the United Arab Emirates.

The Q&A gives a structured overview of key practical issues concerning enforcement of judgments in this jurisdiction, including the legal framework; international conventions/agreements; enforceable judgments and awards; procedure for enforcement; challenging enforcement; foreign judgments; methods of enforcement; interim remedies and interest; and any reform proposals.

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Contributor Profiles

- Susie Abdel-Nabi, Partner

- Lucy Nash, Associate

Judgments: Legal Framework

1. What is the definition of judgment in your jurisdiction for the purpose of enforcement proceedings?

Domestic

Onshore courts. UAE law does not provide a standalone definition of “judgment”. However, for the purposes of enforcement, Article 75 of Cabinet Resolution No.57 of 2018 Concerning the Executive Regulations of Federal Law No.11 of 1992 on the Civil Procedure Law (Executive Regulations) provides that coercive execution (that is, enforcement) may be carried out only under a writ of execution in fulfilment of a right that is well established, of a specified value and immediately due for payment.

DIFC courts. Rules 45.2(3) and 45.2(4) of the Rules of the DIFC Courts (RDC) provide that a “judgment or order” includes an award that the DIFC courts have:

- Ratified for enforcement.
- Ordered to be enforced.
- Given permission to enforce.

A “judgment or order for the payment of money” includes a judgment or order for the payment of costs but does not include a judgment or order for the payment of money into the DIFC courts.

ADGM courts. Rules 245(2)(c) and 245(2)(d) of the ADGM Court Procedure Rules 2016 (as amended) (ADGMC Rules) contain similar provisions to the RDC.

Foreign

Onshore courts. For the purposes of enforcement, Article 85 of the Executive Regulations classifies foreign judgments (including orders) as judgments and orders that have been issued by a foreign country which are capable of enforcement and execution in the UAE.

DIFC courts. RDC 45.8(1) classifies a foreign judgment as an award of a sum of money or other decision made by any court, tribunal, body or person other than the DIFC courts.

ADGM courts. Similarly, rule 249(1) of the ADGMC Rules classifies a foreign judgment as a decision of a tribunal, panel, body or person other than the ADGM courts.

International Conventions/Agreements

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2. What international conventions and agreements on enforcement of judgments is your jurisdiction a party to?

The UAE is party to a number of treaties facilitating the reciprocal enforcement of judgments. The most relevant of these treaties are the:

- GCC Convention for the Execution of Judgments, Delegations and Judicial Notifications 1996 (GCC Convention).
- Riyadh Convention on the Judicial Cooperation between the States of the Arab League 1983 (Riyadh Convention).

The UAE has also entered into bilateral treaties for the reciprocal recognition and enforcement of foreign judgments, including treaties with China, India and France.

The application of the above treaties extends to the financial free zones. In addition, the financial free zone courts have entered into bilateral memoranda of guidance in relation to reciprocal enforcement arrangements with courts in several other jurisdictions. For example, the DIFC Courts have entered into a:

- Memorandum of Guidance as to Enforcement with the High Court of England and Wales.
- Memorandum on Enforcement with the Supreme Court of Singapore.
- Memorandum of Guidance on Understanding the Enforcement of Money Judgments with the Federal Court of Malaysia.
- Memorandum of Guidance as to Enforcement with the High Court of Hong Kong.

The ADGM Courts have entered into similar memoranda.

Domestic Framework

3. What is the applicable domestic legislative framework for enforcement of judgments?

Domestic

The UAE's court structure and jurisdictional regimes are complex. Each of the UAE's seven Emirates has its own independent jurisdiction for matters devolved on them by the UAE Constitution. Three of the Emirates (Dubai, Abu Dhabi and Ras Al Khaimah), operate their own court system. The remainder rely on the UAE federal court structure. In addition, Dubai and Abu Dhabi have established financial free zones within their territories: the Dubai International Financial Centre (DIFC) and the Abu Dhabi Global Markets (ADGM). These financial free zones operate a common-law based legal system

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with their own civil and commercial laws which differ from those in the non-free zone areas.

Different procedures apply to the enforcement of judgments depending on whether the court in which the judgment was rendered was “onshore” in the UAE (that is, an Emirate or federal court of the UAE), or the DIFC or ADGM courts. Judgments of the onshore courts, the DIFC courts, and the ADGM courts are not considered to be domestic judgments with regard to each other. However, for the purposes of this chapter, we consider enforcement of judgments between the onshore courts and the financial free zone courts as “domestic”, and judgments issued by courts outside of the UAE as “foreign”.

Onshore courts. The courts of the Emirates of the UAE and the federal courts are bound by federal laws relating to civil procedure in the UAE. The framework for the execution and enforcement of judgments is contained in Federal Law No. 11 of 1992 on the Civil Procedures Law (Civil Procedure Code), and Book 3 of the Executive Regulations.

In particular, the Executive Regulations deal with matters such as:

- The role of the execution judge and the enforcement officers (*Articles 69 to 74*).
- The form of the writ of execution (*Articles 75 to 76*).
- Immediate enforcement (*Articles 77 to 84*).
- Enforcement procedures (*Articles 97 to 102*).

Enforcement of judgments between the courts of the different Emirates is covered under Federal Law No. 10 of 2019 on Regulating Judicial Relations among the Judicial, Federal and Local Authorities (Judicial Relations Law). Article 10 of the Judicial Relations Law provides that all final or enforceable judgments or orders of the federal or Emirate courts are enforceable throughout the UAE, in accordance with relevant legislation (that is, the Civil Procedure Code and the Executive Regulations).

Financial free zone courts. The legislative framework for each of the DIFC courts and the ADGM courts is as follows:

- DIFC courts. Judgments rendered by the DIFC courts are governed by:
 - DIFC Law No. 10 of 2004 (DIFC Court Law); and
 - Rules of the Dubai International Financial Centre Courts 2014 (RDC).
- ADGM courts. Judgments rendered by the ADGM courts are governed by:
 - ADGM Courts, Civil Evidence, Judgments, Enforcement and Judicial Appointments Regulations 2015 (ADGM Court Regulations); and
 - ADGM Court Procedure Rules 2016 (as amended) (ADGMC Rules).

Onshore court judgments in the financial free zones (and vice versa). The enforcement of judgments between the onshore and financial free zone regimes in the UAE is subject to special rules, which provide a streamlined procedure between the financial free zone and the Emirate in which it is located. The following rules apply depending on which of the financial free zones is applicable:

- DIFC. The procedures for the enforcement of Dubai court judgments and arbitral awards ratified by the Dubai courts in the DIFC (and vice versa) are set out in Article 7 of Dubai Law No. 12 of 2004 in respect of the Judicial Authority at Dubai International Financial Centre (as amended) (Judicial Authority Law). In addition, RDC 45.18 to 45.24 outline the procedures for the enforcement of DIFC court judgments, decisions and orders outside the DIFC under Articles 7(2) and/or 7(3) of the Judicial Authority Law.
- ADGM. The enforcement of judgments of the ADGM courts by the Abu Dhabi onshore courts (and vice versa) is

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covered in the ADGM Court Regulations and is the subject of a Memorandum of Understanding between the ADGM Courts and the Abu Dhabi Judicial Department (ADJD) on the mutual and reciprocal recognition and enforcement of judgments, decisions, orders and ratified arbitral awards (2018 MoU).

Foreign

Onshore courts. The regime for the enforcement of foreign judgments, orders and bonds is contained in Book 3, Chapter 4 of the Executive Regulations.

Financial free zone courts. The DIFC and ADGM courts have the power to enforce foreign judgments under the following laws:

- DIFC. The DIFC Court of First Instance has jurisdiction to ratify judgments, orders or awards of a foreign court under Article 24(1)(a) of the DIFC Court Law.
- ADGM. The ADGM courts have jurisdiction to ratify and enforce judgments of a foreign court under Chapter 10 of the ADGM Court Regulations.

Enforceable/Excluded Types of Judgment

4. What types of judgments in commercial matters are enforceable, and what types are excluded?

Domestic

Enforceable. All domestic judgments (See *Question 1, Domestic*) are enforceable, provided they meet the enforcement requirements and the relevant procedures are followed (see *Question 3, Domestic* and *Question 5, Domestic*).

Excluded. See above, *Domestic: Enforceable*.

Foreign

Enforceable. Foreign money judgments and notarised instruments/deeds of settlement endorsed by courts in a foreign jurisdiction can be recognised in the UAE and enforced onshore in the UAE courts in accordance with any treaty for the mutual recognition and enforcement of judgments entered into between the UAE and the relevant foreign jurisdiction (see *Question 2*).

In the absence of a treaty, Article 85 of the Executive Regulations applies, which contains the substantive law and procedure for the enforcement of a foreign judgment. Article 85(1) of the Executive Regulations states that judgments and orders issued in a foreign state can be enforced in the UAE under the same conditions for the enforcement of judgments and orders that apply to the law of the jurisdiction that issued the judgment or order. In other words, without a relevant treaty in force, there is still a need for reciprocity between the UAE and the issuing state of the judgment in respect of recognition and enforcement.

Article 85(2) contains further conditions to enforcement, including that the UAE onshore courts must not have had (under

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UAE law) exclusive jurisdiction to hear the subject matter of the judgment.

Another important condition is that the foreign judgment must not conflict with a judgment or order rendered by a UAE court (this is important in the context of the likelihood of parallel proceedings before the UAE courts), and must not contain anything contrary to public order or morals.

Excluded. In the onshore UAE courts, the types of foreign judgments in commercial matters that appear to be excluded are:

- Default judgments.
- Judgments made without notice (*ex parte*).

It is difficult to enforce judgments for specific performance or injunctive relief from the UAE onshore courts, as the UAE courts do not typically order such remedies themselves. However, under Federal Law No. 6 of 2018 on Arbitration (Arbitration Law), the UAE courts have powers to issue orders in support of interim measures ordered by an arbitral tribunal in a UAE onshore seated arbitration. These measures include orders to take action to prevent, or to refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process (*Article 21 Arbitration Law*).

See also above: *Foreign: Enforceable*.

The position in the free zones has not been considered for the purposes of this chapter.

Judgments: Procedure for Enforcement

Overview

5. What is the general outline of enforcement proceedings?

Domestic

Enforcement of onshore UAE judgments in the same Emirate. Unlike common law proceedings, a judgment creditor must take the additional step of applying to the execution court for an execution order of the substantive judgment.

Under the Executive Regulations, the execution process starts with an order by the execution judge to serve a writ of execution on the judgment debtor. There is a requirement for a certain executory formula to be affixed to the writ. The judgment debtor is also served with (among other things) a description of the amount claimed and a request for payment within 15 days from the date of service (*Article 97, Executive Regulations*). Following the expiration of the 15-day period, the judgment creditor can request that the court identifies the assets of the debtor to enforce the judgment.

Jurisdiction over enforcement is vested in the execution judge of the court that issued the writ of execution in the UAE (*Article 70(2), Executive Regulations*), unless the judge delegates enforcement to an execution judge in another Emirate.

Articles 77 to 84 of the Executive Regulations allow for immediate enforcement under an express provision of the Civil Procedure Code, or if awarded by the court (such as by way of judgment). However, the judgment debtor can file for a stay of execution if the execution would result in serious damage (*Articles 83 and 84, Executive Regulations*). In this case, a bond or

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other sufficient safeguard can be ordered by the court to protect the right of the judgment creditor.

Article 72(1) of the Executive Regulations lists the situations and details the procedure by which decisions of the execution judge can be challenged. Articles 72(2) and 72(3) of the Executive Regulations set out the types of decisions that can be appealed directly to the Court of Appeal.

Enforcement of onshore UAE judgments in another Emirate. Under the Judicial Relations Law, the courts in one Emirate are required to enforce the orders of the courts of other Emirates (see *Question 3, Domestic: Onshore courts*). A judgment issued by any of the UAE onshore courts can be enforced in another Emirate by the original execution judge, or by way of delegation of certain tasks to an execution judge in the other Emirate (*Articles 70(3) and 71, Executive Regulations*).

Enforcement of a financial free zone judgment in the same financial free zone. The enforcement process in the financial free zones broadly follows the typical common law procedure. A judgment takes immediate effect from the time it is given or made (save where the court orders a later effective date) and there is no separate step in which the judgment must be the subject of an execution order, as is the case under the UAE onshore civil procedure (see above, *Domestic: Enforcement of onshore UAE judgments in the same Emirate*). The enforcement processes for the DIFC and ADGM are as follows:

- DIFC. Article 42 of the DIFC Court Law states that judgments, orders and awards issued or ratified by the DIFC courts can be enforced within the DIFC in the manner prescribed in the RDC. Part 45 of the RDC sets out general rules relating to the enforcement of judgments and orders. Part 36 of the RDC on judgment and orders is also relevant.
- ADGM. Rule 302 of the ADGMC Rules provides that a judgment creditor must:
 - make an application for a certified copy of the judgment of the Court of First Instance or the Court of Appeal of the ADGM (as applicable), supported by the documents as set out in the relevant practice direction; and
 - comply with the applicable provisions of any relevant law, memorandum of understanding and practice direction.

Enforcement of a financial free zone judgment in onshore UAE (and vice versa). There are streamlined enforcement procedures available for the enforcement of financial free zone judgments in the Emirate in which the financial free zone is established (and vice versa) (see *Question 3, Domestic: Financial free zone courts*). The relevant procedures are as follows:

- DIFC. Article 7(2) of the Judicial Authority Law requires the following three conditions to be satisfied in order for a DIFC court judgment to be enforceable in onshore Dubai:
 - the judgment must be final and executory;
 - the judgment must be legally translated into Arabic; and
 - the judgment must be certified by the DIFC courts for execution and have a formula of execution affixed by the courts.
- The procedure for enforcement is set out in Article 7(3) of the Judicial Authority Law.
- The Dubai courts must enforce the judgment, decision or order in accordance with the procedure under the Executive Regulations. Importantly, any DIFC court judgment must be executed without the onshore execution judge reconsidering the merits of the judgment (*Article 7(3)(c), Judicial Authority Law*).
- ADGM. The 2018 MoU sets out the process by which a judgment of the ADGM court can be enforced by the Abu Dhabi courts, and vice versa. For an ADGM court judgment to be enforced onshore in Abu Dhabi, a particular executory formula must be affixed onto the judgment, and the judgment must be translated into Arabic by a certified translator. Under paragraph 13 of the 2018 MoU, the Abu Dhabi onshore execution judge may be directly delegated to undertake enforcement within the Emirate, or under paragraph 14 the ADGM court may deputise an Abu Dhabi execution judge to take certain actions onshore in respect of a judgment to be otherwise executed within the ADGM.

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In both financial free zones, the most commonly used enforcement route for judgments rendered in those courts in other Emirates is for the judgment to be enforced onshore through the streamlined procedures outlined above, so that the execution judge in the onshore court can apply for enforcement assistance from any of the other Emirate courts under the delegation powers in the Executive Regulations. However, both the DIFC and ADGM courts have entered into memoranda of understanding in relation to enforcement with the courts of certain Emirates of the UAE, notably the Ras Al Khaimah courts, as well as the federal Ministry of Justice.

Foreign

Onshore. Article 85 of the Executive Regulations provides that the foreign judgment or order must be enforced in the UAE courts in accordance with standard litigation procedures in force in the UAE, but also sets certain minimum requirements which must be met. These minimum requirements include that:

- The UAE courts do not have exclusive jurisdiction in relation to the subject matter of the judgment.
- The judgment does not conflict with a UAE court judgment, or public order or morals of the UAE.

See *Question 4, Foreign: Enforceable*.

However, these conditions are expressly without prejudice to the terms of any treaties and agreements between the UAE and other states on the enforcement of foreign judgments, orders and bonds (*Article 88, Executive Regulations*).

An application for an enforcement order must be made by the foreign judgment creditor directly to the execution judge. The application form must contain the same information prescribed for the contents of the statement of claim. The execution judge must issue an order within three days. The execution judge can request documents to support the application before making any order.

The enforcement order can be appealed according to the rules and procedures set out for appealing a judgment.

Recognition and enforcement in the DIFC. Article 7(6) of the Judicial Authority Law requires that judgments rendered outside the DIFC be executed within the *DIFC* in accordance with the procedure prescribed in the RDC.

A separate enforcement application must be made to the DIFC Courts' Enforcement Division for the ratification and enforcement of a foreign judgment by the DIFC courts. The procedure for enforcement varies depending on the type of assets being used as the basis for the enforcement.

The streamlined procedure under the Judicial Authority Law for the mutual enforcement of judgments between the DIFC courts and the onshore Dubai courts led to a number of cases in which foreign judgment creditors sought an order from the DIFC courts to ratify a foreign judgment, and then sought an enforcement order from the Dubai courts. An order from the DIFC courts ratifying the foreign judgment was sought, in some circumstances, where there were no assets in the DIFC against which the judgment creditor could enforce, and no other nexus existed to the DIFC. These cases were known as the "conduit jurisdiction" cases. In 2016, the Dubai Government established the Joint Judicial Tribunal for the Dubai Courts and DIFC Courts (under Decree No. 19 of 2016), which is tasked with deciding conflicts of jurisdiction and judgment between the DIFC courts and the Dubai courts. Subsequently, the use of the DIFC courts as a conduit jurisdiction to enforce foreign judgments has been curtailed.

Recognition and enforcement in the ADGM. The process to enforce foreign judgments in the ADGM courts is similar to the process in the DIFC courts.

Foreign Judgments: Formal/Simplified Proceedings

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6. Is the enforcement of a foreign judgment subject to formal proceedings or simplified procedures?

The enforcement of a foreign judgment is subject to formal proceedings (see [Question 3](#) and [Question 5](#)).

7. Must applicants institute a new action on the foreign judgment in the form of main proceedings instead of making an application for enforcement based on the judgment?

Enforcement proceedings are initiated by opening an execution file in accordance with section 3 of the Executive Regulations (see [Question 3, Domestic](#) and [Question 5, Domestic](#)). However, if the requirements of Article 85(2) of the Civil Procedure Code are not satisfied, a (new) civil claim must be filed in the competent UAE court, with the foreign judgment being filed as evidence.

Form of Application

8. What documents and information must be provided with an application for enforcement?

Domestic

Onshore UAE. The following documents and information must be provided for enforcement of a domestic judgment by the onshore UAE courts:

- Writ of execution with the appropriate executory formula (see [Question 5](#)).
- The applicant's power of attorney in favour of their legal representative, duly notarised and legalised (where applicable).
- Completed application form.

Financial free zones. If enforcement is sought in the financial free zones, the documentation required depends on whether it is an onshore judgment or a judgment of the free zone itself (see [Question 5](#)).

Foreign

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If the enforcement relates to a foreign judgment, the following documents and information must be provided:

- Petition (see *Question 5*).
- The applicant's power of attorney in favour of their legal representative.
- A certified, notarised and legalised copy of the foreign judgment.
- Supporting documents. This generally includes proof that the judgment is final and not capable of being appealed, along with any other evidence required to prove that all procedural rules and service to the defendant were respected. The documents supporting the submissions must be translated into Arabic by a certified translator.

9. What information must be included in the application regarding the judgment, the claim as awarded in the judgment, the facts and legal grounds of the case, and that the judgment is no longer appealable?

Domestic

See *Question 8, Domestic*.

Foreign

The information to be included in the petition includes the following:

- The name, ID number (or any other form of identification), details of occupation, profession, place of domicile and work, and contact information of the judgment creditor and debtor. If the claimant has no domicile in the UAE, an elected domicile must be provided, as well as the contact details of its legal representatives. If the defendant or its legal representatives have no domicile, the last known details of their domicile must be provided.
- The details of the court before which enforcement proceedings are initiated.
- The date of depositing the claim with the case management office.
- Details of the substance of the claim and relevant grounds.
- Signature of the claimant or their legal representative.

(*Article 16, Executive Regulations*.)

Challenging Enforcement

Service

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10. Does the enforcing court review service of the proceedings? What conditions regarding service of the proceedings must be satisfied?

Domestic

In a domestic judgment, the enforcing court will not review the service of proceedings. See also *Question 5, Domestic*.

Foreign

In a foreign judgment, the execution court can review the service of proceedings. Article 85(2)(c) of the Executive Regulations explicitly requires the court to verify that the parties to the proceedings in respect of which the foreign judgment is issued had been required to appear. See also *Question 5, Foreign*.

Final/Provisional Judgments

11. Must a judgment be final and have conclusive effect, and what is the effect of pending appeal proceedings?

Domestic

Judgments must generally be final and have conclusive effect. However, UAE law will recognise a Court of Appeal judgment as a final judgment, even where the judgment has been appealed to the Court of Cassation.

Foreign

Article 85(2)(d) of the Executive Regulations states that enforcement can only be ordered after it is verified that the judgment or order has acquired the legal effect of *res judicata* according to the law of the issuing court, which can be proven by a certificate, or by a statement in the judgment itself.

Foreign Judgments: Jurisdiction

12. Is the enforcing court entitled to consider the grounds on which the court assumed jurisdiction, and if so, on what jurisdictional grounds can enforcement be refused?

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Onshore UAE

Article 85(2)(a) of the Executive Regulations expressly provides that the UAE courts will look to establish, among other things, that the foreign court had jurisdiction over the dispute on which it issued the judgment according to the rules of international jurisdiction.

In relation to the jurisdictional grounds on which enforcement may be refused, the UAE courts will look to establish that they did not have exclusive jurisdiction over the dispute, regardless of the grounds on which the foreign court established its jurisdiction.

See also *Question 4, Foreign*.

DIFC

When enforcing the judgments of other courts, the DIFC courts will only look to ensure that the court that issued the judgment had jurisdiction to determine the dispute. The DIFC courts will assume that the foreign court had jurisdiction in circumstances where the defendant was:

- Present in the jurisdiction when proceedings were commenced.
- A party to the proceedings.
- Otherwise submitted to the jurisdiction of the relevant court (that is, by filing a defence or party agreement).

ADGM

Section 175(1)(a)(ii) of the ADGM Court Regulations provides that, on an application made by any party against whom a registered judgment can be enforced, the registration of the judgment will be set aside if the ADGM Court of First Instance is satisfied that the original court had no jurisdiction in the circumstances of the case. Article 175(2) of the ADGM Courts Regulations sets out the criteria for an issuing court to assume jurisdiction. If these criteria are not met, at the request of the party against whom a judgment is made, the registration of the judgment will be set aside.

13. If the court assumed jurisdiction on the basis of an exorbitant ground of jurisdiction, can the enforcing court review the judgment on that ground?

Exorbitant Ground of Jurisdiction

Onshore UAE. If the issuing court assumed jurisdiction on the basis of an exorbitant ground of jurisdiction, the enforcing court can review the judgment on that ground under Article 85(2)(a) of the Executive Regulations (see *Question 12*).

Voluntary Acknowledgement

It is immaterial if the defendant voluntarily appeared in the proceedings and acknowledged the jurisdiction.

Foreign Judgments: Review of Judgment

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14. Can the enforcing court review the judgment as to its substance if all formalities have been complied with and if the judgment meets all requirements?

There are no provisions in the Civil Procedure Code or the Executive Regulations which prevent an onshore execution court from reviewing a foreign judgment as to its substance, even if all formalities have been complied with and if the judgment meets all requirements (see *Question 12*).

Foreign Judgments: Public Policy

15. Can enforcement of a judgment be refused on grounds of public policy? Does public policy include matters of substantive law?

Onshore

Article 85(2)(e) of the Executive Regulations expressly provides that enforcement can only be ordered if it is verified that (among other things) the foreign judgment does not involve anything that violates public order or morals in the UAE.

Financial Free Zones

Section 175(1)(a)(vi) of the ADGM Court Regulations provides that, on an application made by any party against whom a registered judgment may be enforced, the registration of the judgment will be set aside if the ADGM Court of First Instance is satisfied that the enforcement of the judgment would be contrary to public policy in the Emirate of Abu Dhabi or the ADGM.

16. In what circumstances and against which types of judgments has the principle of public policy generally been applied?

The concept of public order and morals is an expansive one in the UAE. The term is defined in Article 3 of Federal Law No.5 of 1985 on the Civil Transactions Law of the UAE (Civil Code) and includes matters relating to personal status such as marriage, inheritance, lineage, and matters relating to systems of governance, freedom of trade, circulation of wealth, private ownership and other rules and foundations on which society is based, in such a manner as not to conflict with the definitive provisions and fundamental principles of the Islamic Sharia. Consequently, the application of the concept is guided by Sharia

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principles. For example, the Dubai Court of Cassation has refused to recognise and enforce an English court judgment providing a ruling on the division of assets in divorce proceedings on the basis that sharing matrimonial wealth between spouses breaches Sharia principles and is therefore contrary to UAE public policy.

Domestic and Foreign: Other Conditions for Recognition and Enforcement

17. What other conditions must be satisfied for recognition and enforcement of judgments?

Domestic

See [Question 3](#) and [Question 5](#).

Foreign

See [Question 3](#) and [Question 5](#).

Judgments: Methods of Enforcement

18. What is the enforcement procedure after a declaration of enforceability is granted?

Onshore Courts

The writ of execution must be served together with a description of the amount claimed and (among other things) a request for payment within 15 days from the date of service (*Article 97, Executive Regulations*). Following the expiration of the 15-day period, the judgment creditor can request that the court identifies the assets of the debtor to enforce the judgment.

Financial Free Zone Courts

The specific enforcement procedure depends on whether execution is to occur within that financial free zone, the Emirate in which the free zone is situated, or outside that Emirate (see [Question 5](#)).

Judgments: Interim Remedies and Interest

Interim Remedies

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19. Is it possible to apply for interim measures from the enforcing court pending the enforcement proceedings?

Domestic

Pre-judgment remedies offered by the onshore UAE courts are generally limited to precautionary attachments over particular assets. Specific performance and injunctive relief are not generally awarded by the UAE courts. See *Question 4, Foreign: Excluded*.

The financial free zone courts offer a wide range of interim orders (including charging orders, orders relating to execution against assets and the appointment of receivers).

Foreign

Pending the outcome of a claimant's application seeking enforcement under Article 85 of the Executive Regulations, the claimant can apply for executory measures, such as an executory attachment over the respondent's assets to secure the judgment debt. See *Question 4, Foreign: Excluded*.

Interest

20. Is the judgment creditor entitled to interest? If so, on what basis is it calculated?

Domestic

Onshore UAE. A judgment creditor is entitled to legal interest as provided in the judgment. Generally, compound interest is not awarded or upheld in the UAE, and Article 76 of Federal Law No. 18 of 1993 Issuing the Commercial Transactions Law (Commercial Code) sets a cap on interest at 12%.

DIFC/ADGM. Judgment creditors are entitled to interest. RDC 45.26 and ADGMC Rule 179 deal with interest on judgments in the DIFC and ADGM courts respectively.

Foreign

Onshore UAE. The onshore UAE courts will not award interest on the damages award but will apply any interest awarded by foreign courts. The interest rate, if applicable, is usually governed by the laws of the jurisdiction that issued the judgment.

DIFC. The DIFC courts can recognise and enforce interest awarded under a foreign judgment. Once the DIFC courts enter judgment recognising and enforcing the foreign judgment, post-judgment interest is determined in accordance with DIFC law.

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ADGM. Section 173(4) of the ADGM Court Regulations provides that the sum for which a judgment is registered will carry interest. Section 173(8) also provides that the sum of money payable under the judgment of the original court will include any interest which, by the law of the country of the original court, becomes due under the judgment up to the time of registration.

Currency

21. Must the value of a foreign judgment be converted into the local currency?

The value of the claim must be converted into UAE Dirhams in relation to matters before the onshore UAE courts (*Article 25(2), Executive Regulations*).

There is no requirement to convert the value of foreign awards in the DIFC or ADGM.

Judgments: Proposals for Reform

22. Are any changes to the law currently under consideration or being proposed?

The authors are not aware of any plans for reform currently under consideration or being proposed.

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Recent transactions

Enforcement of Judgments in the United Arab Emirates:..., Practical Law Country...

- Acting for the world's largest oil and gas services contractor in a USD100 million energy arbitration at the DIAC.
- Advising one of the UAE's largest family conglomerates in a USD80 million telecoms claim.
- Advising and acting for multinationals: in commercial agency, distribution and franchise disputes in the Middle East.
- Advising and acting for one of the world's largest clothing retailers in relation to disputes with its UAE and KSA distributors.
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Recent transactions

- Representing a client in a claim in the DIFC Courts relating to the transfer and storage of cryptocurrency.
- Representing a luxury car manufacturer in DIFC-LCIA arbitration proceedings relating to the termination of an import agreement.
- Representing an India based company in relation to the enforcement of an ICC Arbitration Award and related DIFC Courts costs order in Dubai.
- Setting aside a Default Judgment of the DIFC Courts and defending a claim relating to a Facility Agreement governed by UAE laws and Personal Guarantees governed by DIFC laws.
- Advising clients in relation to their rights and liabilities under commercial agency agreements and franchise agreements in the UAE and other jurisdictions.

Publications. Written for industry and news publications in England and Wales relating to dispute resolution.

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ICLG - Enforcement of Foreign Judgments Laws and Regulations - UAE Chapter covers common issues in enforcement of foreign judgments laws and regulations through the detailing of the general enforcement regime, enforcement regime applicable to judgments from certain countries, and methods of enforce.

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Chapter Content

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- 1. Country Finder
- 2. General Regime
- 3. Special Enforcement Regimes Applicable to Judgments from Certain Countries
- 4. Enforcement
- 5. Other Matters

1. Country Finder

1.1 Please set out the various regimes applicable to recognising and enforcing judgments in your jurisdiction and the names of the countries to which such special regimes apply.

Applicable Law/Statutory Regime	Relevant Jurisdiction(s)	Corresponding Section Below
UAE Civil Procedure Code No. 11 of 1992 (CPC) and its amendments.	Applicable in the seven Emirates of UAE.	Section 2.
DIFC Law No. 10 of 2004 (DIFC Court Law).	Dubai International Financial Centre (DIFC).	Sections 1-3.
Rules of the Dubai International Financial Centre Courts 2014 (RDC).	DIFC.	Sections 1-3.
Law No. 12 of 2004 in respect of the Judicial Authority of the International Financial Centre (as amended).	The procedures for the enforcement of Dubai court judgments and arbitral awards ratified by the Dubai courts in the DIFC (and vice versa).	Sections 1-3.

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Abu Dhabi Global Market (ADGM) Courts, Civil Evidence, Judgments, Enforcement and Judicial Appointments Regulations 2015 (the ADGM Court Regulations).	ADGM.	Sections 1-3.
ADGM Court Procedure Rules 2016 (ADGMC Rules).	ADGM.	Sections 1-3.
Federal Law No. 10 of 2019 on Regulating Judicial Relations among the Judicial, Federal and Local Authorities (Judicial Relations Law).	Enforcement of judgments between the courts of the different emirates.	Sections 1-3.
League of Arab States, Riyadh Arab Agreement for Judicial Cooperation, 6 April 1983.	Egypt (August 2014), Algeria (May 2001), Bahrain (January 2000), Iraq (March 1984), Jordan (January 1986), Libya (January 1988), Morocco (March 1987), Mauritania (January 1985), Oman (July 1999), Palestine (November 1983), Saudi Arabia (May 2000), Somalia (October 1985), Sudan (November 1984), Syria (September 1985), Tunisia (October 1985), the UAE (May 1999), Yemen (the People's Democratic Republic of Yemen) (April 1984) and the Yemen Arab Republic (June 1984).	Sections 1-3.
Arab League agreement for the implementation of mutual judicial rulings between its member, which entered into force under Federal Decree No. (93) of 1972.	All countries of the League.	Sections 1-3.
Gulf Cooperation Council (GCC) Convention for the Execution of Judgments, Delegations and Judicial No. (93) of 1972 (Convention).	GCC countries.	Sections 1-3.

case; but following this amendment, which has made the process more efficient, the party with the foreign award or judgment can file directly in front of the execution judge. This procedure saves not only money, but time, too, as the execution judge shall issue his order within five days from the date of its submission. Yet, this order may be appealed in accordance with the rules and procedures prescribed for filing an appeal, including if the opponent party has standing grounds against the foreign judgment or award.

Please note that it is not possible to order execution before the verification of the following:

- a. The state courts are not exclusively competent in the dispute in which the judgment or order was rendered, and the foreign courts that issued it are competent in accordance with the rules of international jurisdiction established by their law.
- b. The judgment or order is delivered by a court in accordance with the law of the country in which it was issued and duly ratified.
- c. The litigants in the case in which the foreign judgment was delivered were summoned and duly represented.
- d. The judgment or order has the force of *res judicata* in accordance with the law of the court which issued it, provided that the judgment has acquired the force of *res judicata* or provided for it in the same judgment.
- e. The judgment does not conflict with a judgment or order rendered by a state court and does not contain anything contrary to public order or morals.

This is all provided that the execution judge has the right to obtain the documents supporting the application before issuing his decision. It is worth mentioning that some types of foreign judgments in commercial matters are to be excluded, such as: default judgments; and judgments made without notice (*ex parte*).

It is difficult to obtain enforcement of judgments for specific performance or injunctive relief from UAE onshore courts. Since the UAE courts do not usually order such remedies, they are therefore unlikely to enforce them. However, under Article 21 of the UAE Arbitration Law (Federal Law No. 6 of 2018) (Arbitration Law), the UAE courts have powers to issue orders in support of interim or conservatory measures ordered by an arbitral tribunal in a UAE onshore-seated arbitration. These measures include orders to take action to prevent, or to refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process, preserving assets and funds out of which a subsequent award may be satisfied, and maintaining or restoring the *status quo* pending determination of the dispute.

The party requesting execution of a foreign award or judgment must understand and ensure that the provisions of Article 85 of the Arbitration Law shall apply to an award issued in respect of which arbitration is permissible, pursuant to the law of the state and enforceable in the country in which it was issued.

2.2 What constitutes a 'judgment' capable of recognition and enforcement in your jurisdiction?

As mentioned in Article 85 of the CPC, in order to consider a foreign judgment acceptable as an award or judgment, it should be able to be executed in the UAE civil courts, unless stated otherwise by another treaty or law. A foreign award must satisfy the requirements of the UAE courts, and the foreign courts must have jurisdiction in accordance with their laws in respect of jurisdiction; the court that awarded the judgment was the correct forum that thoroughly studied the dispute in accordance with their law. The parties to the dispute must have been fairly represented and heard, and the judgment must have *res judicata* status. That means the judgment is not subject to any appeal in the country in which it was issued. The judgment does not conflict with a previously issued judgment or order of the UAE courts, and does not contradict the *ordre public* and morality/ethics of the UAE. Absent a treaty, these requirements are restrictive.

Convention on Judicial Assistance, Recognition and Enforcement of Judgments in Civil and Commercial Matters, signed between France and the UAE (the Paris Convention) (1992).	France, UAE.	Sections 1-3.
Agreement on Juridical Cooperation in Civil and Commercial Matters with India (2000).	India, UAE.	Sections 1-3.
Legal and Judicial Cooperation Agreement between the UAE and the Arab Republic of Egypt (2000), pursuant to Federal Decree No. 83 of 2000.	Egypt, UAE.	Sections 1-3.
Convention on Judicial Assistance in Civil and Commercial Matters between the United Arab Emirates and the People's Republic of China (PRC) (2004).	PRC, UAE.	Sections 1-3.
Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention) (1958).	Signatory countries.	Sections 1-3.

2. General Regime

2.1 Absent any applicable special regime, what is the legal framework under which a foreign judgment would be recognised and enforced in your jurisdiction?

Judgments are generally enforced under the CPC and its amendments under section 3 of Cabinet Resolution No. 57 of 2018 Concerning the Executive Regulations of the Civil Procedure Code (Executive Regulations), as amended by Cabinet Resolution No. 33 of 2020, and again amended by Cabinet Decision No. 75/2021, which was issued amending Cabinet Decision No. 57/2018 on the Implementing Regulations to Federal Law No. 11/1992 (the UAE Civil Procedure Law).

Pursuant to Article 85(1) of the Executive Regulations: "Judgments and orders delivered by a foreign country may be recognised and enforced in the State under the same conditions as prescribed in the law of that country for the execution of judgments in the State." This means that without a relevant treaty in force, there is still a need for reciprocity between the UAE and the issuing state of the judgment in respect of recognition and enforcement.

accordance with their laws in respect of jurisdiction. The court that awarded the judgment must have been the correct forum to entertain the dispute in accordance with their laws, the parties to the dispute must have been summoned correctly, and the judgment must not have been subject to any appeal.

2.4 What (if any) connection to the jurisdiction is required for your courts to accept jurisdiction for recognition and enforcement of a foreign judgment?

According to the CPC and treaties or law dealing with a particular foreign country's judgments, a foreign award must satisfy the normal requirements.

2.5 Is there a difference between recognition and enforcement of judgments? If so, what are the legal effects of recognition and enforcement respectively?

The legal effect of seeking a UAE civil court judgment to order execution of a foreign award is that the recognition of the foreign award inherently becomes a UAE court order to direct the respondent to pay a certain sum or to perform the recognised award.

2.6 Briefly explain the procedure for recognising and enforcing a foreign judgment in your jurisdiction.

In respect of the UAE civil courts, to enforce a foreign judgment, a party must first seek an order from the UAE court to enforce such judgment. The judgment can be appealed in the Courts of Appeal, and the appeal judgment may be appealed before the UAE Courts of Cassation or Supreme Courts.

In respect of the DIFC Courts, the rules require a party to obtain an execution order.

2.7 On what grounds can recognition/enforcement of a judgment be challenged? When can such a challenge be made?

A judgment may be challenged in the event that it breaches any of the UAE civil rules or other laws. In respect of the DIFC, the position will be the same.

2.8 What, if any, is the relevant legal framework applicable to recognising and enforcing foreign judgments relating to specific subject matters?

There are certain subject matters relating to the sovereignty of the UAE, where there are several rules in respect of such a foreign judgment. As a court of the UAE, the same position will apply in respect of the DIFC.

2.9 What is your court's approach to recognition and enforcement of a foreign judgment when there is: (a) a conflicting local judgment between the parties relating to the same issue; or (b) local proceedings pending between the parties?

As stated, the foreign judgment should be final and binding. It should not conflict with a local judgment.

2.10 What is your court's approach to recognition and enforcement of a foreign judgment when there is a conflicting local law or prior judgment on the same or a similar issue, but between different parties?

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The judgment should not conflict with UAE law or interfere with public morals/standards.

2.12 Are there any differences in the rules and procedure of recognition and enforcement between the various states/regions/provinces in your country? Please explain.

Between the UAE civil courts and the DIFC, there are different rules and procedures for recognition and enforcement. The former relies on the civil rules, and the latter on common law principles.

2.13 What is the relevant limitation period to recognise and enforce a foreign judgment?

According to Article 75(4) of the Executive Regulations, a writ of execution shall not be executed if abandoned for 15 years from the date of the last executory transaction or left for the same period from its issuance without enforcement.

3. Special Enforcement Regimes Applicable to Judgments from Certain Countries

3.1 With reference to each of the specific regimes set out in question 1.1, what requirements (in form and substance) must the judgment satisfy in order to be recognised and enforceable under the respective regime?

As stated earlier, this chapter focuses on civil and commercial matters only; the enforcement of criminal matters is beyond the scope of this guide. In the UAE system and in line with international law, treaties that the state are party to will be applied first. In the absence of a treaty, the laws of the state apply.

The UAE civil courts will recognise judgments falling under the relevant treaty according to the rules of recognition in the treaty itself. Below are the requirements for the application of each treaty:

1. **Riyadh Convention:** This specifies that all treaty members recognise judgments made by courts of any contracting party of a civil matter, and shall implement them in their territory; facts of the judgment shall be regarded. Each contracting party shall recognise judgments made by the courts of any other contracting party in civil cases, including judgments related to civil rights made by penal courts and in commercial, administrative and personal statute judgments having the force of *res judicata*, and shall implement them in its territory in accordance with the procedures stipulated. It should be noted that although Riyadh Convention judgments in theory would be directly enforceable in the UAE Execution Courts (see Articles 31 and 32 of the Riyadh Convention, in particular), in practice they have not been directly enforceable, but rather require ratification by a UAE First Instance Court prior to execution. This is the main practical difference between a GCC Convention judgment and a Riyadh Convention judgment, whereby a final judgment of the former is directly enforceable in the Execution Court of another GCC state.

2. **GCC Convention:** All GCC countries shall execute final judgments issued by the courts of any member state in civil, commercial and administrative cases. In order for a judgment to be enforceable, the originating court must have had jurisdiction within the definition provided in the Convention. The various jurisdictional gateways are set out in Article 4, and include:

a. domicile or residence of the defendant in the jurisdiction (Article 4.A);

b. ~~jurisdiction relating to the~~ activity of a branch in the jurisdiction (4.B);

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c. performance of a contract which took place or should have taken place in the jurisdiction

(C);

The Convention sets out a number of grounds on which enforcement may be contested. However, the merits of the claim may not be reviewed: the task of the judicial authority of the state where the judgment is required to be executed shall be limited to confirming whether the judgment fulfils the requirements as provided by this agreement, without discussing the subject matter. On the premise that the DIFC Courts are the courts of a GCC member state, other GCC nations should enforce DIFC Court judgments in accordance with Article 1 of the Convention, and should not distinguish between them and other judgments emanating from the Dubai courts.

3. **Paris Convention:** Article 13(1) of the Paris Convention states that judgments rendered by the courts of one state shall be recognised and may be declared enforceable if the following conditions are met:

- a. the judgment must be issued by a specialised judicial authority;
- b. the laws that apply must be within the territory the defendant is summoned to;
- c. the judgment should be final and binding, with no recourse to appeal; and
- d. the judgment should not contradict the law.

4. **India Convention:** The Agreement on Juridical Cooperation in Civil and Commercial Matters with India (2000). Article XV.1 of the Agreement with India, which came into force on 29 May 2000, provides that each of the contracting parties shall, in accordance with its laws, recognise and/or execute decrees passed by the courts of the other contracting party in civil, commercial and personal matters, and by criminal courts in personal matters.

However, Article XV.3 specifies that the Agreement does not apply to interim or provisional measures, except matters relating to taxation and allowances.

The India Convention provides certain conditions for the enforcement of foreign judgments, but only for matters other than capacity or status of a person or immovable property. These conditions are as follows:

- a. the defendant has domicile or residence in the territory state at the time of institution of the suit;
- b. at the time of suit, the defendant had a place or a branch of a commercial or industrial nature which benefited the state;
- c. there exists an express or implied agreement between the two parties;
- d. in case of non-contractual liability, the act is committed in the territory of that state; and
- e. the defendant expressly or impliedly submitted to the jurisdiction of the courts of that state, and the law of that state allows such submissions.

5. **New York Convention:** This requires parties to provide the following:

- a. a duly authenticated original award; and
- b. the original agreement between the parties. The award/agreement should be made in the original language of the country on which the award relies, and be certified by a sworn translator.

6. **China Convention:** The China Convention provides that citizens of either party in the territory of the other state are given **judicial protection**; the same terms and conditions that are available to nationals should be enforced in either territory persons who carry out business in either territory in accordance with the national law.

judgment.

3.2 With reference to each of the specific regimes set out in question 1.1, does the regime specify a difference between recognition and enforcement? If so, what is the difference between the legal effect of recognition and enforcement?

1. **Paris Convention:** Does not specify a difference in the legal effects of recognising and enforcing a foreign judgment.
2. **GCC Convention:** Provides no difference as to the legal effect of recognition/enforcement of a judgment.
3. **Riyadh Convention:** Parties should make a request for the recognition and implementation of a judgment in the relevant court. The courts shall give regard to the facts of the judgment when making this decision, unless the judgment was made *in absentia*.
4. **India Convention:** The competent judicial authority of the state must take the necessary action to notify the decree in the same manner as it would have done had it been passed in its own territory; the order for execution may be made for the whole or part of the decree.
5. **New York Convention:** The Convention binds each contracting state to recognise arbitration awards and deem them binding for enforcement accordingly.

3.3 With reference to each of the specific regimes set out in question 1.1, briefly explain the procedure for recognising and enforcing a foreign judgment.

1. **GCC Convention:** A judgment shall be governed by the law of the state where the judgment is required to be executed, and the parties must provide the following documents:
 - a. a true copy of the judgment with the signatures therein attested by the competent authority;
 - b. a certificate that the judgment became final; and
 - c. if a judgment was issued *in absentia*, a copy of the notification of the judgment, certified as a true copy of the original.
2. **Riyadh Convention:** A request should be submitted to the competent court by the contracting party. Once the request is approved, the enforcement process begins.
3. **India Convention:** The recognition and enforcement of a foreign judgment shall be subject to the laws of the requested state.
4. **Paris Convention:** There is no specific procedure for the enforcement or recognition of a judgment, other than that the conditions must be satisfied.
5. **New York Convention:** An application must be made and certified by the courts of that state to recognise the judgment or award before the enforcement stage.

3.4 With reference to each of the specific regimes set out in question 1.1, on what grounds can recognition/enforcement of a judgment be challenged under the special regime? When can such a challenge be made?

Recognition/enforcement of a judgment may be challenged on the following grounds:

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Paris Convention: If the parties are also involved in separate litigation proceedings based on the same matter and reasons, *res judicata* entails the judgment will neither be recognised nor enforced.

c. due to *res judicata*;

d. if the subject matter is still being examined in litigation;

e. if the judgment is issued against the Government of the state where the judgment is required to be executed, or against one of its officials for acts carried out by them during or only due to the performance of their work duties; and

f. if the execution of the judgment is in conflict with the international conventions and protocols applicable in the state where such execution is required.

3. Riyadh Convention:

a. if recognition would conflict with the stipulations of the Islamic *Sharia'a* law, the provisions of the Constitution, public order, or the rules of conduct of the requested party;

b. if the judgment was passed *in absentia* without sufficient summons;

c. if the law of the requested party applicable to legal representation of ineligible persons or persons of diminished eligibility were not taken into consideration;

d. if the dispute has given rise to another final judgment in the requested state or in a third state, and if the requested party has already recognised such final judgment; and

e. if the dispute is also the subject of a case being heard by the courts of the requested party, and the action has been brought before the courts of the requested party on a date preceding the presentation of the dispute to the court of the requesting party.

4. India Convention:

a. if the judgment is not conclusive and executable;

b. if the judgment is pronounced by a court of incompetent jurisdiction;

c. if the merits of the case have not been considered;

d. if the judgment was based on an incorrect view of international law, or a refusal to recognise the law in that jurisdiction;

e. if the judgment proceedings are opposed to natural justice;

f. if the proceedings were obtained by fraud;

g. if the claim was founded on a breach of law in force, or contrary to the constitutional rules of that state;

h. if the rules were contravened concerning legal representation;

i. if the judgment was passed *in absentia* and the default party was not summoned; and

j. if the judgment is *res judicata*, or another case is ongoing and involves the same parties and concerns the same cause of action.

5. New York Convention:

a. if the parties' agreement is deemed invalid;

b. if the party that invoked the award was not given proper notice of the appointment, and was unable to present his case;

c. if the award deals with an issue that was not contemplated within the terms of the submission to arbitration or beyond the scope;

d. if the arbitral procedure was not in accordance with the agreement of the parties, or not in accordance with the law of the seat of arbitration or the law of the country;

e. if the award has not yet become binding on the parties; or the matter is not capable of settlement by arbitration; and

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to a judgment creditor:

A judgment creditor must apply to the Execution Court for an execution order of the substantive judgment under the CPC. According to Article 75 of the Executive Regulations, coercive execution may be carried out only under a writ of execution, in satisfaction of a right verified, liquid and of a specified amount. There is also a statute of limitations of 15 years from the date of the last executory transaction, or if the judgment has been left for the same period since its issuance without enforcement.

The execution process starts with an order by the execution judge to serve a writ of execution on the judgment debtor. The judgment debtor is also served with a description of the amount claimed and a request for payment within 15 days from the date of service (Article 97, Executive Regulations). Following the expiration of the 15-day period, the judgment creditor can request that the court identify the assets of the debtor to enforce the judgment.

Articles 77–84 of the Executive Regulations allow for immediate enforcement under an express provision of the CPC, or if awarded by the court (such as by way of judgment). However, the judgment debtor can file for a stay of execution if the execution would result in serious damage (Articles 83 and 84, Executive Regulations). In this case, the court may order a bond or other sufficient safeguard to protect the right of the judgment creditor.

Article 72(1) of the Executive Regulations lists the situations and details the procedure by which decisions of the execution judge can be challenged. Articles 72(2) and 72(3) of the Executive Regulations set out the types of decisions that can be appealed directly to the Court of Appeal.

According to Article 76 of the CPC, if the creditor seeks urgent measures where delay would implicate his interests, the court, in summary actions or in cases where delay is harmful, upon the request of the concerned person may order the execution of the judgment without notice and without stamping it with an executory formula.

5. Other Matters

5.1 Have there been any noteworthy recent (in the last 12 months) legal developments in your jurisdiction relevant to the recognition and enforcement of foreign judgments? Please provide a brief description.

The UAE is a flourishing country. There is frequently new legislation or reforms aiming to make people's lives easier and to help the country progress.

As previously mentioned, there have been three amendments to the CPC that reformed, *inter alia*, execution articles in the UAE. These changes were:

1. Resolution No. 33 of 2020 amending Some provisions of Cabinet Resolution No. 57 of the year 2018 Concerning Regulation of Federal Law No. 11 of 1992 regarding the Civil Procedure Law (issued on April 30, 2020; published in the official gazette Number 677 on April 30, 2020).
2. Federal Decree-Law No. 15 of 2021 amending Some provisions of the Code of Civil Procedure issued Federal Law No. 11 of 1992 (issued on August 29, 2021; published in the official gazette Number 710).
3. Cabinet Resolution No. 75 of 2021 amending Some provisions of Cabinet Resolution No. 57 of the year 2018 of Federal Law No. 11 of 1992 regarding the Civil Procedure Law (issued on August 30, 2021; published in the official gazette Number 710).

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The new Decree may impact ongoing arbitration proceedings under the DIFC-LCIA Rules, existing DIAC or DIFC-LCIA arbitration agreements and the validity and enforceability of arbitration agreements and arbitral awards.

5.2 Are there any particular tips you would give, or critical issues that you would flag, to clients seeking to recognise and enforce a foreign judgment in your jurisdiction?

Clients should always seek legal advice from specialists. They need also to understand that different jurisdictions involve different laws and procedures. The legal procedure may be time-consuming and expensive, but will end with the achievement of their goal.



TERMS & CONDITIONS

KEY CLIENTS

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The International Comparative Legal Guide and the International Business Reports are published by Global Legal Group



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