

JUDGMENT SUMMARY

Neutral Citation	[2025] ADGMCFI 0006
Case Number	ADGMCFI-2025-019
Name of Case	Saeed Mohammed Qambar Abbas v Siadah International Real Estate Development L.L.C.
Judge	Justice Paul Heath KC
Date Issued	28 March 2025
Catchwords	Disputing Jurisdiction. Article 13(7) of Abu Dhabi Law No. (4) of 2013 (as amended). Global Market Establishments. Expansion of ADGM Jurisdiction to Al Reem Island. Real Estate Sale. Sale and Purchase Agreement. Arbitration Agreement.
Cases Cited	A3 v B3 [2019] ADGMCFI 0004
Legislation and Authorities Cited	Abu Dhabi Law No. (4) of 2013, as amended by Abu Dhabi Law No. (12) of 2020 (the “ADGM Founding Law”) – Article 13(7) Cabinet Resolution No. (41) of 2023 – Article 2 ADGM Court Procedure Rules 2016 – Rule 38(2)
Executive Summary	<p>The Court issued a judgment regarding a jurisdictional dispute. The case concerned an off-plan property sale agreement (the “Agreement”) for a unit in Masdar City, with the Claimant seeking to terminate the Agreement and recover payments. The Defendant challenged the jurisdiction of the Abu Dhabi Global Market Courts to hear the Claim.</p> <p>The Court analysed Article 13(7) of Abu Dhabi Law No. (4) of 2013, as amended, determining that neither the Defendant's status nor the location of the property at the time of the Agreement provided grounds for the ADGM Courts' jurisdiction.</p> <p>Ultimately, the Court granted the Defendant's Jurisdiction Application, concluding that it lacked the authority to hear the case and ordering the Claimant to pay the Defendant's costs.</p>

Overall Summary	<p>Background</p> <p>This Abu Dhabi Global Market Court of First Instance (Commercial & Civil Division) judgment concerns a Jurisdiction Application by the Defendant, Siadah International Real Estate Development L.L.C. ("Siadah International"), objecting to the jurisdiction of the Abu Dhabi Global Market Courts (the "ADGM Courts") to hear a claim brought by the Claimant, Saeed Mohammed Qambar Abbas.</p> <p>Mr. Abbas and Siadah International entered into an off-plan agreement (the "Agreement") in April 2022 for the sale and purchase of a unit in Masdar City, Abu Dhabi, with an expected completion date in the second quarter of 2023. Mr. Abbas paid a total of AED 596,185 towards the purchase price but claims the project remains uncompleted and seeks termination of the Agreement and return of the money.</p> <p>Siadah International did not file a defence but objected to the ADGM Courts' jurisdiction. Mr. Abbas asserted that jurisdiction existed because Siadah International was located in Al Reem Island at the time of signing the Agreement. Siadah International contested this, arguing there was no relevant connection with ADGM when the Agreement was signed.</p> <p>Analysis</p> <p>The Court considered whether the ADGM Courts had jurisdiction under Article 13 of Abu Dhabi Law No. (4) of 2013, as amended by Abu Dhabi Law No. (12) of 2020 (the "Founding Law"). The relevant provisions are: Article 13(7)(a) concerning claims involving the ADGM Establishments and Article 13(7)(b) concerning claims arising out of contracts entered into, executed, or performed in the ADGM.</p> <p>Regarding Article 13(7)(a) of the Founding Law, the Court found no evidence that Siadah International was a "<i>Global Market Establishment</i>" as defined in the Founding Law. The Court also noted that the dispute may have involved the "<i>Global Market</i>" if the building had been situated on Al Reem Island. But, it was not - it was located in Masdar City. Even assuming Siadah International was located in Al Reem Island at the time of the Agreement (which the Defendant disputes and the Agreement itself records the address as Masdar City), Al Reem Island was not part of the ADGM until the issuance of Cabinet Resolution No. (41) of 2023, which came into force on 24 April 2023, after the Agreement was signed on 11 April 2022. Therefore, Article 13(7)(a) of the Founding Law did not apply.</p> <p>Regarding Article 13(7)(b) of the Founding Law, the Court noted that, even if the Agreement was signed on Al Reem Island, it was neither "<i>entered into</i>" nor "<i>executed</i>" within the ADGM because this occurred before Al Reem Island became part of the ADGM. Furthermore, the Agreement was not "<i>performed in whole or in part in the Global Market</i>" as the building was to be constructed in Masdar City. Thus, Article 13(7)(b) of Founding Law also did not apply.</p> <p>The Court also noted that, although not raised by the parties, Clause 28 of the Agreement contained an arbitration clause for any disputes, which, if</p>
-----------------	--

	<p>legally effective, might have excluded the ADGM Courts' jurisdiction in any event.</p> <p>Conclusion</p> <p>Ultimately, the Court granted Siadah International's Jurisdiction Application and declared that the ADGM Court has no jurisdiction to hear the Claim. Mr. Abbas was ordered to pay Siadah International's costs of, and incidental to, the Jurisdiction Application, to be summarily assessed if not agreed.</p>
--	--

This statement is not intended to be a substitute for the reasons of the Court or to be used in any later consideration of the Court's reasons.