

JUDGMENT SUMMARY

Neutral Citation	[2025] ADGMCFI 0028
Case Number	ADGMCFI-2025-370
Name of Case	Hera Investment Ltd & Others v. Athena Holding Limited & Others
Judge	Justice Kenneth Hayne AC
Date Issued	17 November 2025
Catchwords	Interim Injunction Application. Delay in making the application. Fortification.
Cases Cited	-
Legislation and Authorities Cited	ADGM Companies Regulations 2020
Executive Summary	<p>The matter concerns an application for an interim injunction filed by Hera Investments Limited (“Hera”) and other Claimants (the “Applicants”) against Athena Holding Limited (“Athena Holding”) and sixteen other Defendants, including Hasheem Investments Holding Limited (“Hasheem”). The Applicants sought orders restraining Athena Holding from implementing resolutions passed at an Extraordinary General Meeting (“EGM”) held on 22 August 2025, and restraining Hasheem from carrying out transactions related to its binding offer which was approved at that EGM.</p> <p>The Claimants alleged two primary irregularities regarding the EGM: the wrongful rejection of Hera’s proxy and the improper counting of votes cast by interested shareholders, specifically Hasheem. The Court found that there were "serious questions to be tried" on both grounds, noting that the rejection of the proxy was "strongly arguable" to be incorrect, and that the alleged conflicts of interest under the Articles were highly relevant.</p> <p>Despite a 10-week delay in commencing the action, the Court granted the interim injunction on 12 November 2025. The Court reasoned that delaying the implementation of the resolutions would not significantly prejudice the shareholders or external creditors, especially since Athena Holding was already described as being in difficult financial waters and destined for winding up regardless of the injunction. The injunction was</p>

	<p>granted contingent upon the Applicants providing an undertaking as to damages, with directions for the parties to exchange further material regarding fortification.</p>
Overall Summary	<p>Background</p> <p>Athena Holding Limited is incorporated under the laws of the Abu Dhabi Global Market (“ADGM”). Founded in December 2019, its business focuses on gold trading and refining, and the development of secure storage facilities in Dubai. Hera, the First Claimant, is a corporate shareholder in Athena Holding, and the Fifth Claimant seeks to bring a derivative action on behalf of Vesta Foundation, which was the largest single shareholder, holding 47.5% in August 2025.</p> <p>The events leading to the EGM began on 31 July 2025, when Hera asked Athena Holding to call a general meeting to discuss the removal of the Chief Financial Officer, appointment of new directors, and securing financing for the company’s “rescue”. Athena Holding noticed the EGM for 22 August 2025, with an agenda that included items such as the acknowledgment and release of resigning board members and the CFO, discussion of shareholder capital injection, and a special resolution approving the voluntary liquidation of Athena Holding and its subsidiaries.</p> <p>On 8 August 2025, Hasheem proposed an additional agenda item: an “insolvency proposal” referred to as a “binding offer for consideration of Athena Holding and its subsidiaries”. This was circulated to shareholders on 11 August 2025.</p> <p>At the 22 August 2025 EGM:</p> <ol style="list-style-type: none"> 1. Proxy Conflict: Conflicting proxies were lodged by Hera. The Chairman of the EGM accepted the proxy appointed by Minerva Foundation (Hera’s sole shareholder) but required the proxy appointed by a director of Hera to leave the meeting. The Chairman stated that Athena Holding required a vote on behalf of a corporate shareholder to be accompanied by a shareholder resolution approving such a vote. 2. Hasheem Offer: Following a discussion on capital injection—during which an offer made by Hera the previous evening was disregarded by the board for providing “no formal insight”—the shareholders voted on Hasheem’s offer. Hasheem’s proxy threatened to withdraw the offer if Hera’s “last minute” proposal was considered. 3. Resolutions Passed: All three ordinary resolutions were approved, with 11 shareholders voting in favour. A special resolution was passed approving Hasheem’s offer in full. Finally, a special resolution was passed that the company “shall enter into creditors’/members’ voluntary liquidation”. Hasheem was recorded as voting in favour of these resolutions, along with two other companies the Applicants claim were prohibited from voting due to conflicts of interest. <p>Analysis</p> <p><i>Serious Issues to Be Tried</i></p>

	<p>The Court concluded that the two grounds relied upon by the Claimants presented serious issues to be tried.</p> <ol style="list-style-type: none"> 1. Proxy Irregularity: The Court held that there was a “strongly arguable” case that the Chairman was wrong to reject Hera’s proxy. The Chairman’s basis for rejection—that the proxy needed to be accompanied by a shareholder resolution approving the appointment—was viewed by the Court as addressing a matter of substance, not mere form. It is strongly arguable that internal governance matters of a member company do not fall within Athena Holding’s power to specify the form in which a proxy is submitted. 2. Conflict of Interest: The Court also found a serious question to be tried regarding the alleged disqualification of Hasheem, and potentially the Fourth and Fifth Defendants, from voting. Hasheem was admittedly interested in the resolution regarding its own offer. Article 14(5) of Athena Holding’s Articles prevents an "Interested Shareholder" from voting on a "Shareholder Conflict" without the prior written approval of all other Shareholders. A "Transaction Conflict" includes a direct or indirect interest in a contract or proposed transaction with any Group Company where the shareholder has or may have a financial or material interest in the outcome. The Respondent's defense that no one objected at the time was dismissed, as the Articles require affirmative prior written consent. <p><i>Delay and Balance of Convenience</i></p> <p>A 10-week delay elapsed between the EGM and the commencement of proceedings, which the Court noted did not favour the Claimants' case.</p> <p>The Respondents argued that granting the injunction would cause Hasheem to walk away from its proposal, leading inevitably to Athena Holding’s collapse and the loss of assets. The Court addressed this by noting that a new EGM could likely be called within a few weeks to re-express the shareholders' will.</p> <p>Ultimately, the Court balanced the competing arguments:</p> <ul style="list-style-type: none"> • The EGM resolutions themselves provided for the eventual liquidation of Athena Holding. • Hasheem stood to benefit by implementing the proposal, salvaging underlying assets. • If Hasheem decided to walk away due to the delay, that was its own choice and not necessarily caused by the injunction. • The possibility of a third-party creditor winding up Athena Holding was viewed as a consequence of the company’s continuing insolvency, not immediately the result of granting the injunction. <p>The Court concluded that the position of shareholders would not be greatly affected by delaying implementation of the impugned resolutions, and it was not clear what specific losses Athena Holding or Hasheem would suffer if the injunction were granted.</p> <p>Conclusion</p>
--	---

	<p>The Court determined that on balance, granting an injunction was the best immediate course of action. The interim injunction was granted for a short period, contingent on the Applicants providing an undertaking as to damages. The Claimants suggested pledging Hera’s shares in Athena Holding as security, although the Court noted this did not appear to be a “significant form of security”. The parties were directed to exchange further material concerning the possible fortification of that undertaking.</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.