

## JUDGMENT SUMMARY

<b>Neutral Citation</b>	[2026] ADGMCFI 0003
<b>Case Number</b>	ADGMCFI-2025-208
<b>Name of Case</b>	MediAmAm Holdings Limited v. Beyond Dreams for General Trading WLL
<b>Judge</b>	Justice Paul Heath KC
<b>Date Issued</b>	26 January 2026
<b>Catchwords</b>	Service of process under a multilateral treaty. Application for alternative service. Whether “exceptional circumstances” exist to depart from treaty service.
<b>Legislation Cited</b>	ADGM Court Procedure Rules 2016 1996 Gulf Cooperation Council Convention for the Execution of Judgments, Delegations and Judicial Notifications
<b>Cases Cited</b>	<i>Abu Dhabi Commercial Bank PJSC v Shetty</i> [2021] ADGMCFI 0004 <i>NMC Healthcare Ltd (In Administration) v Shetty</i> [2023] ADGMCFI 0014
<b>Executive Summary</b>	The ADGM Court of First Instance granted the Claimant’s application for alternative service on a Defendant in Kuwait. Although both the UAE and Kuwait are parties to the GCC Convention, the Court held that Kuwaiti law allows service of foreign process on Kuwaiti companies by methods other than those prescribed under the Convention. On the facts, the Court found the circumstances justified departing from treaty-based service and permitted alternative service via email and courier.
<b>Overall Summary</b>	<b>Background</b>  On 25 June 2025, the Claimant issued a claim before ADGM Courts seeking payment of USD 1,300,000 against the Defendant, a company registered in Kuwait.

	<p>Service between the UAE and Kuwait is governed by the GCC Convention. Article 20 requires documents to be sent directly between competent judicial authorities.</p> <p>The Claimant attempted to comply with this treaty. It translated documents into Arabic, obtained attestations from the UAE Ministry of Justice, UAE Ministry of Foreign Affairs, and the Kuwaiti Embassy in Abu Dhabi, and sent the documents to Kuwait. The Kuwait Ministry of Justice declined the service request, requiring "original hard copies" of the document for service. This created an impasse, as ADGM Court documents are issued exclusively in digital form via the eCourts Platform and no physical originals exist.</p> <p>The Claimant applied for orders for alternative service under Rule 19(1) of the ADGM Court Procedure Rules, which allows the Court to authorise alternative service methods if there is a "good reason" to do so.</p> <p><b>Decision</b></p> <p>The Court acknowledged that where a bilateral or multilateral treaty is in place, this is the primary mode of service, and that alternative service should be ordered "<i>only exceptionally</i>" when a treaty is in place.</p> <p>However, the Court reasoned that the term "<i>exceptionally</i>" is not a rigid statutory test and allows the Court to consider specific facts. The Court accepted the Claimant's expert evidence from Kuwaiti counsel, who confirmed that the GCC Convention is not the sole method of service recognised in Kuwait, and that under Kuwaiti law, service of foreign process on Kuwaiti companies may be validly effected via courier delivery and registered email.</p> <p>Consequently, the Judge accepted the Claimant's application and granted the order for alternative service pursuant to Rule 19(1).</p>
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***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.***