

### JUDGMENT SUMMARY

<b>Neutral Citation</b>	[2026] ADGMCFI 0009
<b>Case Numbers</b>	ADGMCFI-2023-249 and ADGMCFI-2024-047
<b>Name of Cases</b>	Federal Properties Limited – Sole Proprietorship L.L.C (also known as Federal Properties Limited) v. Rawafid H Jazairi Ibrahim  Federal Properties Limited – Sole Proprietorship L.L.C (also known as Federal Properties Limited) v. Amir Sadik Ali Al Samarraie
<b>Judge</b>	Justice Paul Heath KC
<b>Date Issued</b>	3 March 2026
<b>Catchwords</b>	Method by which real property held by a constructive trustee to be transferred into the name of the beneficiary. Use of Registrar’s powers of correction under section 144 of the ADGM Real Property Regulations 2024.
<b>Legislation Cited</b>	ADGM Real Property Regulations 2024 ADGM Real Property Regulations (Fees) Rules 2024
<b>Cases Cited</b>	Federal Properties Limited – Sole Proprietorship LLC (also known as Federal Properties Limited) v Rawafid H Jazairi Ibrahim [2025] ADGMCFI 0013  Federal Properties Limited – Sole Proprietorship LLC (also known as Federal Properties Limited) v Rawafid H Jazairi Ibrahim [2025] ADGMCFI 0020  Federal Properties Limited – Sole Proprietorship LLC (also known as Federal Properties Limited) v Rawafid H Jazairi Ibrahim [2025] ADGMCA 0002
<b>Executive Summary</b>	This judgment from the ADGM Court of First Instance (the “ <b>Court</b> ”) resolves an impasse regarding the transfer of real property titles. The Court directed the ADGM Registration Authority (“ <b>ADGM RA</b> ”) to use its statutory powers to correct the property register, thereby directly transferring the titles from the claimant, who held the properties on a constructive trust, to the true beneficial owners.

**Overall Summary****Background**

In a joint judgment dated 4 July 2025, the Court ruled that Federal Properties Limited (the “**Claimant**”) held several residential units in the Mangrove Place Building on Al Reem Island as a constructive trustee for the respective Unit Owners (the “**Counterclaimants**”). The Court originally ordered the Claimant to take all necessary steps to transfer the title deeds to the true owners. However, the transfers for three of the units were severely delayed due to a dispute over the required registration documentation. The parties reached a deadlock over whether the Claimant or the original developer (Luxury Real Estate Development LLC) should be named as the 'Developer' on the Unified Sale and Purchase Agreements.

This procedural difficulty was further complicated by the recent implementation of the Torrens land registration system on Al Reem Island, which came into effect on 1 January 2025. Consequently, both parties applied to the court for directions on how to proceed.

**Analysis**

To resolve the deadlock, the Court sought guidance directly from the ADGM RA to ensure any court order would comply with current registration requirements. The ADGM RA proposed that the court could give effect to the change in ownership by directing the exercise of the Registrar's power to correct the register under Section 144 of the *ADGM Real Property Regulations 2024*.

The judge agreed with this approach, distinguishing this trust-based situation from a standard specific performance property sale. Because the Claimant was holding the properties strictly as a constructive trustee, it had no right to deal with or encumber the units without the owners' consent, meaning (in this case) the nature of the relief was to *replace* the name of the trustee with the name of the beneficiary on the property register by means of ‘correction’. Furthermore, the judge held that correcting the register would not prejudice the Claimant, as the Court had already established that the Claimant possessed actual knowledge that the register was incorrect.

**Conclusion**

The Court concluded that the 'correction' process was the most appropriate method to enforce the original 2025 joint judgment. The judge directed the ADGM RA to formally correct the register by replacing the Claimant's name with the Counterclaimants' names and to issue new title deeds for the units in question.

	<p>The Claimant was ordered to pay the applicable correction and issuance fees to the ADGM RA.</p> <p>Finally, the Court made a provisional order of no costs, noting the uncompromising approach both the Claimant and the Counterclaimants took regarding the documentation dispute.</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.***