

In the name of  
**His Highness Sheikh Mohamed bin Zayed Al Nahyan**  
President of the United Arab Emirates/ Ruler of the Emirate of Abu Dhabi

**COURT OF FIRST INSTANCE  
COMMERCIAL AND CIVIL DIVISION  
BETWEEN**

**SAEED MOHAMMED QAMBAR ABBAS**

Claimant

and

**SIADAH INTERNATIONAL REAL ESTATE DEVELOPMENT L.L.C.**

Defendant

**JUDGMENT OF JUSTICE PAUL HEATH KC**



<b>Neutral Citation:</b>	[2025] ADGMCFI 0006
<b>Before:</b>	Justice Paul Heath KC
<b>Decision Date:</b>	28 March 2025
<b>Decision:</b>	<ol style="list-style-type: none"> <li>1. The Jurisdiction Application be granted.</li> <li>2. The Claimant pay the Defendant's costs of and incidental to the Jurisdiction Application, to be summarily assessed in default of agreement.</li> </ol>
<b>Hearing Date:</b>	On the papers
<b>Date of Order:</b>	28 March 2025
<b>Catchwords:</b>	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.
<b>Legislation Cited:</b>	<p>Abu Dhabi Law No. (4) of 2013 as amended by Abu Dhabi Law No. (12) of 2020</p> <p>Cabinet Resolution No. (41) of 2023</p> <p>ADGM Court Procedure Rules 2016</p>
<b>Cases Cited:</b>	<i>A3 v B3</i> [2019] ADGMCFI-0004
<b>Case Number:</b>	ADGMCFI-2025-019
<b>Parties and Representation:</b>	<p><b>Claimant</b></p> <p>Ali Ismail Al Zarouni and Rowan Noor of Horizons &amp; Co Law Firm</p> <p><b>Defendant</b></p> <p>Self-represented</p>

## JUDGMENT

### Introduction

1. On 11 April 2022, Mr Saeed Mohammed Qambar Abbas and Siadah International Real Estate Development L.L.C. (“**Siadah International**”) entered into an off-plan agreement for the sale and purchase of a unit to be located in Masdar City within the Emirate of Abu Dhabi (the “**Agreement**”). The unit was to be constructed as part of the Al Mahra Residence Project (the “**Project**”). Mr Abbas paid to Siadah International a 10% reservation deposit amounting to AED 198,728.40. Completion of the Project was expected by the second quarter of 2023.
2. Mr Abbas and Siadah International had agreed that Mr Abbas would make further payments pursuant to a “*Payment Schedule*” agreed by the parties. As a result, Mr Abbas paid a total sum



of AED 596,185 towards the purchase price. Mr Abbas claims that Siadah International did not complete construction of the relevant building within the Project by the second quarter of 2023; indeed, he asserts that it remains uncompleted.

3. Mr Abbas seeks relief in the form of, *inter alia*, an order terminating the Agreement and returning the sum of AED 596,185 (converted to USD 162,337.64) that he has paid to Siadah International. Siadah International has been served with the Claim but has not filed a Defence. Instead, it has objected to the jurisdiction of the Abu Dhabi Global Market Courts (the “**ADGM Courts**”) to hear the dispute.<sup>1</sup> The question is whether, on the facts of this particular case, the Court of First Instance of the ADGM Courts has jurisdiction to hear the Claim under the laws of the Abu Dhabi Global Market (“**ADGM**”). That turns on whether one or more of the prerequisites to the exercise of jurisdiction have been met.<sup>2</sup>
4. In his claim form, Mr Abbas asserted that the ADGM Courts have jurisdiction because:
 

*“[Siadah International] was located in Al Reem Shams 6, Al Reem Island, the National Investor, Abu Dhabi, United Arab Emirates at the time of the signing of the [Agreement] ...”.*
5. Siadah International contests that contention. Its position is that, at the time the Agreement was signed, there was no relevant connection with ADGM.
6. Pursuant to directions that I made on 11 February 2025, witness statements have been filed in support of, and in opposition to, the jurisdictional objection. Therefore, I am determining the objection on the papers.

### The jurisdictional provisions

7. For a dispute of this type, it is necessary to determine whether this Court has jurisdiction by reference to Article 13 of Abu Dhabi Law No. (4) of 2013, as amended by Abu Dhabi Law No. (12) of 2020 (the “**Founding Law**”). The prerequisites for the exercise of jurisdiction are set out in Article 13(7). In its current form, the two relevant provisions state:

**Article (13)**

***The Global Market’s Courts:***

...

*7. The Court of First Instance and shall have exclusive jurisdiction to consider and decide on matters according to the following:*

- a) *Civil or commercial claims and disputes involving the Global Market or any of the Global Market Authorities or any of the Global Market Establishments;*
- b) *Civil or commercial claims and disputes arising out of or relating to a contract entered into, executed or performed in whole or in part in the*

<sup>1</sup> ADGM Court Procedure Rules 2016, Rule 38(2).

<sup>2</sup> See para 7 below.



*Global Market, or a transaction entered into or performed in whole or in part in the Global Market, or to an incident that occurred in whole or in part in the Global Market;*

...

(emphasis added)

## Analysis

### Article 13(7)(a)

8. I start with Article 13(7)(a). There is no doubt that Mr Abbas's claim is "*civil or commercial*" in character. However, there is no evidence that Siadah International was a "*Global Market Establishment*" as defined in the Founding Law<sup>3</sup> for the purposes of Article 13(7)(a).
9. The dispute may have involved the "*Global Market*" if the building had been situated on Al Reem Island. But, it is not. Assuming (without deciding) that Siadah International was "*located in ... Al Reem Island ... at the time of the signing of the [Agreement]*"<sup>4</sup> (a proposition that Siadah International disputes<sup>5</sup>), it remains necessary to consider whether Al Reem Island was part of ADGM when the Agreement was entered into in April 2022.
10. As at 11 April 2022, Al Reem Island did not form part of ADGM. It was brought within ADGM by Cabinet Resolution No. (41) of 2023 (the "**Cabinet Resolution**"), which was issued on 24 April 2023. Article 2 of the Cabinet Resolution states that it came into force from the date on which it was issued, 24 April 2023. As at 11 April 2022, there was no relevant connection to ADGM, for the purposes of Article 13(7)(a).
11. For those reasons, Article 13(7)(a) of the Founding Law does not apply.

### Article 13(7)(b)

12. Relevantly, Article 13(7)(b) applies to claims and disputes "*arising out of or relating to a contract entered into, executed or performed in whole or in part in the Global Market*" (emphasis added). None of those elements are satisfied because:
  - a. even if signed on Al Reem Island, the Agreement was neither "*entered into*" nor "*executed*" within ADGM. Entry into the Agreement and its actual execution pre-dated the absorption of Al Reem Island into the Global Market;<sup>6</sup> and
  - b. the building to be constructed was in Masdar City, within the Emirate of Abu Dhabi. Thus, the Agreement was not "*performed in whole or in part in the Global Market*".
13. For that reason, Article 13(7)(b) cannot apply.

<sup>3</sup> The term "*Global Market Establishments*" is defined by Article 1 of the Founding Law as any company, branch, institution, entity or similar "*licensed to operate or conduct any activity within the Global Market by any of the Global Market Authorities according to the provisions of*" the Founding Law or any relevant regulations or executive resolutions. Siadah International has never been licensed as a "*Global Market Establishment*".

<sup>4</sup> See para 4 above.

<sup>5</sup> Schedule 2 of the Agreement records Siadah International's address as Masdar City in Abu Dhabi.

<sup>6</sup> See para 10 above.



14. Although neither Mr Abbas nor Siadah International raised the point, I note that Clause 28 of the Agreement dealt with governing law and jurisdiction. Clause 28.1 requires the Agreement to be “governed and ... construed and interpreted and [to] take effect in accordance with the Law in force in the [Emirate] of Abu Dhabi and the federal Laws of the UAE applicable in the [Emirate] of Abu Dhabi”. Clauses 28.2 and 28.3 recorded the parties’ agreement “to submit [any dispute] to the exclusive jurisdiction of the Arbitration Commission”, and “to appoint the Arbitration Commission to consider any dispute arising out of [the] Agreement”. If legally effective, an arbitration clause might have excluded the jurisdiction of the ADGM Courts in any event.<sup>7</sup>

### Conclusion

15. For those reasons, Siadah International’s objection to jurisdiction succeeds. I make a declaration that this Court has no jurisdiction to hear the Claim.<sup>8</sup>
16. Siadah International is entitled to costs against Mr Abbas which, if not agreed, shall be assessed summarily.



Issued by:

**Linda Fitz-Alan**  
**Registrar, ADGM Courts**  
**28 March 2025**

<sup>7</sup> For a discussion of the effect such an arbitration clause might have, see *A3 v B3* [2019] ADGMCFI-0004 at paras 18–26.

<sup>8</sup> ADGM Court Procedure Rules 2016, Rule 38(2).