



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**

**AL KHALEEJ INVESTMENT P.S.C.**

Claimant

and

**OCEAN PEARL REAL ESTATE COMP LLC**

Defendant

**JUDGMENT OF JUSTICE PAUL HEATH KC**



<b>Neutral Citation:</b>	[2025] ADGMCFI 0012
<b>Before:</b>	Justice Paul Heath KC
<b>Decision Date:</b>	10 June 2025
<b>Decision:</b>	<p><b>Extension of Time Application</b></p> <ol style="list-style-type: none"> <li>1. The Extension of Time Application is granted on the terms set out below with the costs of that application to be reserved pending determination or disposal of the Claim.</li> <li>2. The Notice of Appearance filed and served on 1 May 2025 is to be treated as the Defendant's Acknowledgment of Service in these proceedings, and the time for filing and serving the Acknowledgment of Service is so extended.</li> <li>3. By <b>4.00 pm on 30 June 2025</b>, the Defendant shall file and serve its Defence, and the time for doing so is extended accordingly.</li> </ol> <p><b>Consequential Orders upon filing of Defence</b></p> <ol style="list-style-type: none"> <li>4. If a Defence is filed and served in accordance with paragraph 3, the Default Judgment Application shall stand as dismissed with the costs of that application to be reserved pending determination of the Claim.</li> <li>5. By <b>4.00 pm on 21 July 2025</b>, the Claimant shall file and serve any Reply to the Defence.</li> <li>6. If the Defendant agrees in its Defence to go to court-annexed mediation, the parties are referred to court-annexed mediation which shall take place <b>by 21 August 2025</b>.</li> <li>7. If the Defendant does not agree in its Defence to go to court-annexed mediation: <ol style="list-style-type: none"> <li>a. by <b>4.00 pm on 7 August 2025</b>, and in accordance with Practice Direction 2.44: <ol style="list-style-type: none"> <li>i. each party must file and serve a completed copy of its directions questionnaire;</li> <li>ii. the Claimant is to file a copy of any proposed directions that are agreed;</li> </ol> </li> </ol> </li> </ol>



	<p>iii. in the event that there is no agreement between the parties on the proposed directions, each party must file and serve a copy of its proposed directions;</p> <p>iv. the Claimant is to file a copy of an agreed list of significant issues in the case;</p> <p>v. in the event that there is no agreement between the parties as to the list of significant issues, each party must file and serve a copy of its proposed list of issues;</p> <p>b. the proceedings are to be listed for a virtual case management conference (the “<b>CMC</b>”) to take place by <b>21 August 2025</b>. The parties shall liaise with the Court Registry in relation to fixing the date for the CMC.</p> <p><b>Consequential Order if no Defence is filed</b></p> <p>8. If the Defendant does not file and serve a Defence in accordance with paragraph 3, the Claimant shall have liberty to restore the Default Judgment Application and request that the Court enter default judgment against the Defendant.</p> <p><b>Other matters</b></p> <p>9. The Interim Injunction Order made on 16 April 2025 remains in force until further order of the Court.</p> <p>10. To the extent that any costs are not dealt with by paragraphs 1 and 4, those costs are reserved.</p> <p>11. General liberty to apply.</p>
<b>Hearing Date:</b>	On the papers
<b>Date of Orders:</b>	10 June 2025
<b>Catchwords:</b>	Service of claim by email on a company. Whether a claim served on a person who is listed on government or official record for a company constitutes service of the claim on that company. Whether there is a sufficiently arguable defence such that an extension of time should be granted to the defendant to file a defence to the claim.
<b>Legislation Cited:</b>	<p>Cabinet Resolution No (41) of 2023</p> <p>Abu Dhabi Law No (4) of 2023 (as amended by Law No (12) of 2020)</p> <p>ADGM Real Property Regulations 2024</p> <p>ADGM Real Property Regulations 2015</p>



	ADGM Application of English Law Regulations 2015 ADGM Court Procedure Rules 2016
<b>Cases Cited:</b>	<i>American Cyanamid Co v Ethicon Ltd</i> [1975] AC 396 <i>Awad v 3AM Property Investment Company LLC</i> [2025] ADGMCFI 0003 <i>Price v Strange</i> [1978] Ch 337
<b>Case Number:</b>	ADGMCFI-2025-143
<b>Parties and representation:</b>	<b>Claimant</b> Mr Illahi Bux Bughio, Hilal & Associates – Advocates and Legal Consultants <b>Defendant</b> Mr Daniel Brawn, QAF Legal Sole Proprietorship LLC

## JUDGMENT

### Introduction

1. Ocean Pearl Real Estate Comp LLC (“**Ocean Pearl**”) applies for an extension of time (the “**Extension of Time Application**”) to file and serve an Acknowledgment of Service and Defence to a specific performance claim (the “**Specific Performance Claim**”) made by Al Khaleej Investment PSC (“**Al Khaleej**”). The application is opposed.
2. On 24 December 2024, Ocean Pearl entered into a Sale and Purchase Agreement (the “**Agreement**”), whereby it was to sell land, known as “*Plot No RS1-C5 (S1-C11), located in Shams, Al Reem Island, Abu Dhabi*” (the “**Property**”) to Al Khaleej for a purchase price of AED 105 million. The Property is situated within the Abu Dhabi Global Market (the “**ADGM**”). Al Khaleej handed over a security cheque to Ocean Pearl in the sum of AED 21,000,000, as required by the Agreement. Al Khaleej alleges that Ocean Pearl has failed to complete settlement in accordance with the Agreement.
3. The Extension of Time Application raises two substantive issues:
  - a. Was service of the Specific Performance Claim effected in accordance with the ADGM Court Procedure Rules 2016 (the “**Rules**”) and any relevant Practice Direction? (the “**Service Issue**”)
  - b. Has a sufficiently arguable defence been raised by Ocean Pearl? (the “**Defence Issue**”)

### Context

4. In chronological sequence:



- a. On 24 March 2025, Al Khaleej filed the Specific Performance Claim.
- b. On 4 April 2025, the ADGM Courts' Registry filed a "*Notice of Service of Claim*". The Notice stated that the Specific Performance Claim had been served by email at 1.35 pm on 24 March 2025 and an Acknowledgment of Service was due by 7 April 2025.
- c. On 15 April 2025, in the absence of any Acknowledgment of Service, Al Khaleej filed an application for a default judgment (the "**Default Judgment Application**").
- d. On 16 April 2025, I issued an interim injunction to restrain Ocean Pearl from dealing with the Property pending further order of the Court (the "**Interim Injunction Order**").<sup>1</sup>
- e. On 1 May 2025, Ocean Pearl entered an appearance in these proceedings (the "**Notice of Appearance**").
- f. On 2 May 2025, Ocean Pearl filed its Extension of Time Application.
- g. On 5 May 2025, I gave directions for the disposition of the Extension of Time Application (the "**5 May 2025 Order**").
- h. I received the following witness statements in support of and in opposition to the Extension of Time Application:
  - i. A witness statement from Ocean Pearl's Manager, Ms Bothayna Tawfik, dated 1 May 2025. This was filed contemporaneously with the Extension of Time Application.
  - ii. A witness statement from Al Khaleej's Chief Executive Officer, Mr Vikram Ashok, dated 12 May 2025, in opposition to the Extension of Time Application.
  - iii. A witness statement from Ms Tawfik in reply, dated 14 May 2025.
5. In the 5 May 2025 Order, I indicated that, subject to any later direction to the contrary, I would give a decision on the papers. No direction to the contrary having been given, I am deciding the Extension of Time Application on the papers.

### The Injunction Application

6. On 27 March 2025, shortly after the Specific Performance Claim was filed,<sup>2</sup> Al Khaleej made an application for a freezing injunction to restrain Ocean Pearl from dealing with the Property pending determination of the Specific Performance Claim (the "**Injunction Application**"). On 16 April 2025, I heard from counsel for Al Khaleej, on a without notice

<sup>1</sup> See paragraphs 6–8 below.

<sup>2</sup> On 24 March 2025; see paragraph 3.a above.



basis. I pointed out that there was no prospect that the Property could be moved outside the ADGM but expressed a willingness to consider the application as one seeking an injunction under rule 71(1)(a) of the Rules.

7. The Injunction Application was granted on that basis. On 16 April 2025, I issued the Interim Injunction Order enjoining Ocean Pearl from transferring, selling, encumbering or otherwise disposing of the Property until further order of the Court. In my reasons for decision, I said:<sup>3</sup>

“9. *Approaching the Injunction Application as one made under rule 71(1)(a) of the [ADGM Court Procedure] Rules, I must consider whether Al Khaleej has demonstrated a serious question to be tried on its specific performance claim and whether the balance of convenience favours the issue of an injunction to restrain Ocean Pearl from dealing with the Property while the claim is being determined.*

10. *As to the first of those questions, I am satisfied that a seriously arguable case exists. The Agreement evidences an intention on the part of Ocean Pearl to transfer the Property to Al Khaleej on payment of the full purchase price. Al Khaleej has paid the Security Cheque of AED 21 million and has demonstrated an ability and willingness to provide the Manager’s Cheque [to complete settlement]. While in considering an application for specific performance, a Court will assess whether damages might be an adequate remedy, land has always been treated as being of a unique value. As a result, specific performance is usually available to a purchaser as a matter of course. While the question of whether the adequacy of damages remains at large for determination on the substantive specific performance application, that discretionary factor does not affect my view that the claim is seriously arguable.*

11. *As to the second of those issues, I am satisfied that the balance of convenience favours the grant of an interim injunction. First, Al Khaleej can point to a binding written contract for the purchase of the Property which, prima facie, it is entitled to enforce. Second, Ocean Pearl has failed to acknowledge service of the claim within the stipulated period, and Al Khaleej has sought default judgment. The fact that Ocean Pearl seems to be prepared to allow Al Khaleej to proceed to a default judgment, rather than receive the Purchase Price immediately, strongly points to the possibility that it may be trying to dispose of the Property for a higher price.”*

<sup>3</sup> Order of 16 April 2025, paragraphs 9–11. In determining the injunction, I applied the test set out in *American Cyanamid Co v Ethicon Ltd* [1975] AC 396 (HL) at 406–407 (Lord Diplock, with whom other members of the House of Lords agreed).



8. Ocean Pearl has not applied to discharge the Interim Injunction Order, which remains in force.

### The Service Issue

9. The circumstances in which the Service Issue arises are set out in the witness statement of 14 May 2025 by Ms Tawfik, who said:

“5. *[The suggestion that the Specific Performance Claim was validly filed] is not the case and [the] attempted service is not valid. The [Agreement] provides at Clause 7 for the service of notices "under or in connection with this [Agreement] ", but Al Khaleej did not comply with these requirements. Instead, Al Khaleej or their lawyers looked at the Ministry of Economy records and found a document which is not our current trade licence, but which was provided for contact details during the process of setting up Ocean Pearl as a company. Haytham Sultan is PRO at DAMAC, he is not part of Ocean Pearl, he is not authorised to accept service on behalf of Ocean Pearl and he is not named on Ocean Pearl's trade licence. Al Khaleej should deal with Ocean Pearl, not with anyone else.*

6. *Haytham Sultan forwarded to us notice of the Injunction, not the Claim documents.*

...”

10. Service of proceedings issued in the ADGM Courts is governed by Part 4 of the Rules. Under rule 15(2) of the Rules, the usual practice is for the Registry to serve a claim form, not a party. That presumptive position is displaced only if a defendant needs to be served outside of the United Arab Emirates or if the Court directs otherwise.<sup>4</sup> Neither of those circumstances apply in this case. Accordingly, the claim form was served by the Registry.
11. The Registry was supplied with an email address by Al Khaleej, which was found on Ocean Pearl's “*Business Licence Details*” with the Ministry of Economy, in the Emirate of Abu Dhabi. Ocean Pearl was served by the Registry at that email address. It was open for the Registry to serve the claim form by any “*method permitted*” by Part 4 of the Rules. Relevantly, rules 15(1), (2) and (3)(c) of the Rules provide:

#### “15. **Methods of service**

- (1) *This Part applies to the service of documents except where any rule, practice direction, ADGM enactment or a Court order requires that a document, including a claim form, must be served by any other method.*

<sup>4</sup> ADGM Court Procedural Rules 2016, rule 15(2) and (3).



...

**Methods of service – claim form**

(2) *The registry will serve the claim form on the defendant by any method permitted under Part 4 of these Rules, unless:*

(a) *a defendant is to be served outside the United Arab Emirates, in which case the claim form must be served on the defendant by the claimant; or*

(b) *otherwise directed by the Court.*

(3) *Subject to paragraphs (4) to (8) below, a claim form may be served –*

...

(c) *by email or other means of electronic communication in accordance with Rule 16B;*

...”

12. Rule 16A(1) of the Rules deals with service on a company. Rule 16B deals with service by email or other means of electronic communication. Rules 16A(1) and 16B(1) and (3)(a) provide:

**“16A. Service on a company, partnership or any other entity**

(1) *A claim form is served on a company by:*

(a) *leaving it at, or sending it by post to, the company’s registered office or any place of business of the company which has a real connection with the claim; or*

(b) *any other method permitted under this Part.*

...

**16B. Service by email or other means of electronic communication**

(1) *A claim form may be served electronically.*

...

(3) *A claim form is served electronically on a person –*

(a) *by email, provided that it must be shown that the email account to which the document is sent belongs to the person to be served;*





- (b) *by mobile text message (SMS), WhatsApp or like messaging, provided that it must be shown that the mobile number to which the document, or notice of the document, is sent belongs to the person to be served; or*
- (c) *by email, mobile text message, (SMS), WhatsApp or like messaging to a lawyer nominated by the person to be served as authorised to accept service.*

....”

(Emphasis added)

13. The Rules as to service are supplemented by Practice Direction 6 (“**PD 6**”). Part C of PD 6 sets out the requirements for service on a company, by reference to rule 16A of the Rules. In doing so, it refers to all three potential recipients with which rule 16A is concerned: companies, partnerships and other entities. In paragraph 6.13(a) of PD 6 specific reference is made to service by a claimant “*who leaves a claim form or sends it by post*”. The person effecting service “*is encouraged to place [the claim form] in a sealed envelope marked for the attention*” of a “*director, the treasurer, secretary, chief executive manager or other officer of the company*”. While paragraph 6.13(a) of PD 6 relates to the type of service with which rule 16A(1)(a) is concerned, paragraph 6.18 of PD6 extends its application to service on a company by email where it states: “*For the purpose of service on a company, partnership or other entity, the person to be served must fall within the description of paragraph 6.13(a) ..*”.<sup>5</sup>
14. Service of a company by email is authorised by rule 16B(1) and (3)(a) of the Rules.<sup>6</sup> Part D of PD 6 sets out with greater specificity the way in which claim forms may be served by email or other means of electronic communication, by reference to rule 16B of the Rules. Service of a company by email is governed by paragraph 6.17 of PD 6. The touchstone is that the “*email account to which the document is sent belongs to the person to be served*” (my emphasis).<sup>7</sup> Various means by which a claimant may establish that a particular email address “*belongs to*” the person to be served are set out in paragraph 6.17:

**“Email**

- 6.17 *Rule 16B(3)(a) provides that service of a claim form by email is only permitted if it can be shown that the email account to which the document is sent belongs to the person to be served. Depending on*

<sup>5</sup> A similar provision is found for service on a company by “*mobile SMS, WhatsApp or like messaging*” in Practice Direction 6, at paragraph 6.22.

<sup>6</sup> Rule 16B(1) and (3)(a) is set out at paragraph 12 above.

<sup>7</sup> Practice Direction 6, at paragraph 16.17.



*the circumstances, this may be demonstrated by one of, or a combination of, the following:*

- (a) *the person to be served has provided the email account for the purpose of receiving the document;*
- (b) *the person to be served has provided the email account as his contact email account in relation to any contractual arrangement entered into between the parties;*

**Example 1:**

*Where a bank customer provides his email account in a bank application form.*

**Example 2:**

*Where a bank customer updates his email account with the bank as recorded by the bank in its internal records. For the avoidance of doubt, if the bank's internal records for a customer designate an email address for that person, that address shall be deemed to be the current email address that belongs to that person.*

- (c) *a course of conduct which shows that the person to be served uses the email account;*
- (d) *an internet, website or social media search which shows that the person to be served holds out the email account as belonging to them;*
- (e) *any government or official record which shows that the email account belongs to the person to be served;*
- (f) *any other document which shows that the person to be served holds out the email account as belonging to them; and*
- (g) *any other means which reasonably shows that the email account belongs to the person to be served."*

(Emphasis added)

15. For present purposes, the relevant form of service is that set out in paragraph 6.17(e) of PD 6. The question is whether service of the claim form in the manner described by Ms Tawfik constituted valid service under the Rules and PD 6.
16. Ms Tawfik's complaint is that Al Khaleej provided an email address to the Registry which it knew did not belong to "an officer of Ocean Pearl". The email address to which the claim form was sent for service was: [haytham.sultan@damacgroup.com](mailto:haytham.sultan@damacgroup.com) Ms Tawfik



acknowledges that Mr Sultan is “*the [Public Relations Officer] at DAMAC*”, which is Ocean Pearl’s parent company. Ms Tawfik also acknowledges that Mr Sultan’s email address was included in records of the Ministry of Economy but says that was for the purpose of providing “*contact details during the process of setting up Ocean Pearl as a company*”. In short, Ms Tawfik’s position is that “[Mr Sultan] is not an officer of Ocean Pearl” and “is not authorised to accept service on behalf of Ocean Pearl.”<sup>8</sup>

17. In my view, an email address found on an official form at the Ministry of Economy (a government or official record) is an address that “*shows that the email account belongs to*” an officer of Ocean Pearl, for the purposes of paragraphs 6.13(a) and 6.17(e) of PD 6.<sup>9</sup> While it was open to Al Khaleej to provide a different address to the Registry, valid service was completed when the claim form was sent to the email address of Mr Sultan. It was sufficient that his email address was one noted on an official or government record as a means of communicating with Ocean Pearl.<sup>10</sup>
18. In addition, I note that Ms Tawfik has acknowledged that Mr Sultan forwarded to her a copy of the Interim Injunction Order that I issued on 16 April 2025. While no date is provided as to when Mr Sultan forwarded the Interim Injunction Order to Ocean Pearl, paragraph 1 of my ‘Reasons for Decision’ (contained within the formal injunction order) refers specifically to Al Khaleej’s “*substantive claim, which was filed on 24 March 2025*”. Even a cursory reading of the Interim Injunction Order would have alerted Ocean Pearl to the existence of the Specific Performance Claim, which it could then have sought from Mr Sultan, who had provided the Interim Injunction Order to it.
19. It is important for all persons served with claim forms to understand the variety of means by which service may be effected, and that those methods may differ from what the recipient may perceive to have been a better option. This case illustrates the need for companies to keep email contact addresses up to date on official or government documents.
20. In this case, once Mr Sultan received the claim form at his email address, service was validly effected upon Ocean Pearl. It was therefore necessary for an extension of time to be sought to file an Acknowledgment of Service and a Defence. The fact that, as Ms Tawfik states, Mr Sultan’s email address had been inserted on the Ministry of Economy’s form as a contact point during the company’s establishment process and he did not have express authority to accept service on behalf of Ocean Pearl is beside the point.<sup>11</sup>

<sup>8</sup> Paragraph 5 of Ms Tawfik’s witness statement dated 1 May 2025 and paragraph 5 of Ms Tawfik’s witness statement dated 14 May 2025.

<sup>9</sup> Set out at paragraph 13 and 14 above.

<sup>10</sup> See paragraph 6.17(e) of PD 6, set out at paragraph 14 above.

<sup>11</sup> See paragraph 5 of Ms Tawfik’s witness statement dated 14 May 2025, set out at paragraph 9 above.



## The Defence Issue

21. When Al Khaleej and Ocean Pearl signed the Agreement on 24 December 2024, the applicable land law was that of the Emirate of Abu Dhabi (the “**Emirate**”). Although Al Reem Island became part of the ADGM on 24 April 2023,<sup>12</sup> from that date, the real property regime in force in the Emirate continued to apply until 31 December 2024.<sup>13</sup> From 1 January 2025, the Property became subject to the ADGM Real Property Regulations 2024 (the “**Real Property Regulations**”). As a result, the question whether an order for specific performance should be made is to be determined in accordance with ADGM law, on the basis that it governs questions of procedure in the ADGM Courts.<sup>14</sup>
22. The common law and equitable principles of English law apply, with necessary modifications applicable to the circumstances of the ADGM.<sup>15</sup> Specific performance is an equitable remedy. In cases where the rules of the common law clash with those of equity, the principles of equity prevail.<sup>16</sup>
23. An order for specific performance is discretionary in nature. The remedy of specific performance emerged because courts of equity regarded common law damages as inadequate for contracts for the sale of land. Equity supplemented the common law by introducing the remedy of specific performance, compelling the defaulting party to carry out obligations under the contract rather than penalising that party in damages for failing to do so.<sup>17</sup>
24. In her first witness statement, Ms Tawfik summarised the grounds on which Ocean Pearl intended to defend Al Khaleej’s Specific Performance Claim, if granted an extension of time to file and serve an Acknowledgment of Service and a Defence. Paraphrasing what is said in her witness statement, I distil the following grounds:
  - a. Ocean Pearl denies that it is in breach of any terms of the Agreement and avers that *“it is not in default in circumstances where the authorities have brought in new requirements that were not in place on 24 December 2024 when the [Agreement] was signed”*.

<sup>12</sup> By Cabinet Resolution No (41) of 2023, which was issued on 24 April 2023 (the “**Cabinet Resolution**”). Article 2 of the Cabinet Resolution states that it came into force from the date on which it was issued.

<sup>13</sup> ADGM Real Property Regulations 2015, section 157(2). This provision made it clear that those Regulations did not apply to real property located within the geographical area of Al Reem Island for the period between 24 April 2023 and 31 December 2024.

<sup>14</sup> *Awad v 3AM Property Investment Company LLC* [2025] ADGMCFI 0003 at paragraphs 21 and 26. See also article 13(7) of Abu Dhabi Law No (4) of 2023 (as amended by Law No (12) of 2020).

<sup>15</sup> Application of English Law Regulations 2015, sections 1(1)(a) and (b).

<sup>16</sup> *Ibid*, section 3(1).

<sup>17</sup> *Price v Strange* [1978] Ch 337 (CA) at 360 (per Buckley LJ).



- b. Ocean Pearl denies that Al Khaleej has complied with all of its obligations under the Agreement and avers that Al Khaleej has not signed and executed “*all documents and agreements required for completion of the transaction.*”
  - c. The Agreement provides for registration of the Property at the “*Abu Dhabi Land registry at Al Dar*”. However, because the Property is now within the ADGM, registration must be completed at the “*ADGM registry*”.
  - d. Land within the ADGM can only be registered in the name of Al Khaleej if it were an ADGM company with an ADGM Commercial Licence. Because Al Khaleej is registered in the Emirate of Ras Al Khaimah, with a Ras Al Khaimah Trade Licence and no equivalent ADGM Licence, Al Khaleej cannot take title to the Property.
  - e. Although in February 2025, Al Khaleej procured the establishment of a company called Prime Reem 151 SPV Ltd (Prime Reem) and obtained a Commercial Licence for it in the ADGM, Al Khaleej had not purported to assign the Agreement to Prime Reem under clause 8 of the Agreement.
  - f. Under the law of the United Arab Emirates, the Agreement must be registered by the purchaser and there was no evidence that had been done.
25. The first two grounds to which Ms Tawfik refers require further particularisation and in their present form would not meet the threshold of a sufficiently arguable defence to justify an extension of time being granted. In relation to the third, there is no doubt that there is an obligation for any transfer of the Property to be effected under the Real Property Regulations.<sup>18</sup>
26. Section 26 of the Real Property Regulations deals with initial registration of real property and titles in the ADGM. With specific reference to land located on Al Reem Island, section 26(3) provides:

**“26. Creation of folio on the Registrar’s initiative**

...

- (3) *In respect of any land located on Al Reem Island that is already registered on the Abu Dhabi Real Property Register prior to 1 January 2025, the Registrar may create folios pursuant to section 8(3), in reliance of the records and information made available to the Registrar by the Municipality of Abu Dhabi or any successor body, and in doing so, the Registrar may require the person who, from records available to the Registrar, appears to be the*

<sup>18</sup> See paragraph 21 above.



*registered owner of the land, to produce all title documents substantiating ownership of the real property.”*

27. The remaining grounds<sup>19</sup> concern the rules that would apply to the transfer of a property on Al Reem Island after it became subject to ADGM law. In his witness statement in opposition to the Extension of Time Application, Mr Ashok complained that there is no legal analysis provided by Ocean Pearl to demonstrate the correctness or otherwise of the points of potential defence. I agree. However, nor did I receive any submissions from Al Khaleej on those points.
28. The points summarised in paragraph 24.d-f above presently raise questions of some importance in relation to the ADGM land registry system, and the need (or otherwise) for an ADGM entity to be registered as a land owner. It is possible that the common law doctrine of “frustration” may underlie the proposed defences, but there is no express reliance in Ms Tawfik’s witness statement to that effect. Having said that, the suggestion that a non-ADGM entity could not take title to land in the ADGM does not seem to be arguable. Had Al Khaleej owned the land at the time that the Agreement was executed, section 26(3) of the Real Property Regulations would have required the Registrar to enter the name of Al Khaleej as owner on the ADGM register.
29. Nevertheless, the Defendant has raised points that are relevant to whether the Court should exercise its discretionary equitable jurisdiction to grant specific performance and, if so, the terms upon which such an order should be made. The intended grounds of defence set out in paragraph 24.d-f inclusive (and possibly paragraph 24.a-b if further developed) would all be relevant to the question of discretion and terms. In those circumstances, I consider that an extension of time to file and serve a Defence should be granted. As Ocean Pearl filed and served a Notice of Appearance on 1 May 2025, in the circumstances I am prepared to treat that notice as an Acknowledgment of Service with a corresponding extension of time to be granted. Given the nature of the proposed arguments and to protect Al Khaleej’s position, I intend to leave the Interim Injunction Order made on 16 April 2025 in place.<sup>20</sup>

## Decision

30. For those reasons, the Extension of Time Application is granted on terms that Ocean Pearl shall file and serve a Defence to the Claim by **4 pm on 30 June 2025** with consequential orders to be made for next steps in the proceedings as set out in the ‘Decision’ section on pages 1 and 2 of this judgment. However, if a Defence is not filed and served by that time, Al Khaleej shall have liberty to restore the Defendant Judgment Application and request that the Court enter default judgment against the Defendant.

<sup>19</sup> See paragraph 24.d-f above.

<sup>20</sup> See paragraph 7 above.



31. The Interim Injunction Order issued on 16 April 2025 shall remain in force until further order of the Court.
32. Costs of the Extension of Time Application and the Default Judgment Application are reserved, to be fixed once the Specific Performance Claim has been determined or disposed of as the case may be.



Issued by:

**Linda Fitz-Alan**  
**Registrar, ADGM Courts**  
**10 June 2025**