



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
REAL PROPERTY DIVISION
BETWEEN**

RIAD ZAKI ABDUL RAHIM AL NASHEF
CLAIMANT

and

EMPIRE ISLAND TOWER LIMITED
FIRST DEFENDANT

EMPIRE INTERNATIONAL INVESTMENTS (L.L.C)
SECOND DEFENDANT

L.L.J PROPERTY LLC
THIRD DEFENDANT

JUDGMENT OF JUSTICE PAUL HEATH KC



Neutral Citation:	[2025] ADGMCFI 0025
Before:	Justice Paul Heath KC
Decision Date:	21 October 2025
Decision:	<ol style="list-style-type: none"> 1. The Summary Judgment/ Strike Out Application is granted. 2. The Claimant shall pay the Third Defendant's costs of the Summary Judgment/ Strike Out Application, to be summarily assessed on the standard basis in default of agreement. 3. Liberty to apply.
Hearing Date(s):	On the papers
Date of Orders:	21 October 2025
Catchwords:	Summary judgment. Strike out Application. Whether there is real prospect of succeeding on the claim. Real estate sale and purchase agreement. Authorised agent liability under real estate agency agreement. Whether agent acted outside the scope of authority conferred upon it under the agency agreement.
Legislation Cited:	<p>UAE Federal Law No. (5) of 1985 concerning the Issuance of the Civil Transactions Law</p> <p>ADGM Court Procedure Rules 2016</p>
Cases Cited:	<p>RA v TLA (Case No. 553 of 2015), 20 June 2026.</p> <p>Union Properties PJSC v Trinkler & Partners Ltd [2024] ADGMCFI 0014.</p>
Case Number:	ADGMCFI-2025-178
Parties and representation:	<p>Claimant</p> <p>Mr Osama Bashir Bashir, Al Zahmy Advocates and Legal Consultants</p> <p>Defendant</p> <p>Mr Richard Davies, Bryan Cave Leighton Paisner LLP</p>



JUDGMENT

Introduction

1. Mr Riad Zaki Abdul Rahim Al Nashef (“**Mr Al Nashef**”) has brought this proceeding against Empire Island Tower Ltd (“**Empire Island**”), Empire International Investments (L.L.C.) (“**Empire International**”) and L.L.J. Property LLC (“**LLJ Property**”) to recover the sum of USD 142,762.45 arising out of an alleged breach of an off plan sale and purchase agreement into which he entered with Empire Island on 13 May 2008. Mr Al Nashef intended to acquire a unit in the Empire Tower project on Al Reem Island. The project did not proceed. In addition to damages for breach of contract, Mr Al Nashef seeks compensation, in the form of “*moral damages*”, in the amount of USD 68,073. Interest and costs are also sought.
2. The Third Defendant, LLJ Property, applies for an order striking out the Claim or, alternatively, an order entering summary judgment in its favour on it. The applications are made in reliance on Rules 9(2)(a) (strike out) and 68(1)(a) (summary judgment) of the ADGM Court Procedure Rules 2016 (the “**Rules**”). Mr Al Nashef opposes the applications.

The relevant Rules

3. Rule 9(2)(a) of the Rules provides:

“9. Striking out a statement of case

...

(2) *The Court may strike out a statement of case if it appears to the Court –*

(a) *that the statement of case discloses no reasonable grounds for bringing or defending the claim;*

...”

4. Rule 68(1)(a) of the Rules states:

“68. Grounds for summary judgment

(1) *The Court may give summary judgment against a claimant or defendant on the whole of a claim or on a particular issue if it considers that –*

(a) *the claimant has no real prospect of succeeding on the claim or issue; or*

...”

5. The question whether either strike out or summary judgment should be granted turns on the same point. Does Mr Al Nashef (as Claimant) have any real prospect of succeeding on



the Claim?¹ As a summary judgment order will determine the case as between the parties, I propose to examine the issue by reference to Rule 68(1)(a) of the Rules. If there were no reasonable prospect of success, LLJ Property would succeed on either of its applications.

Relevant facts

6. Mr Al Nashef alleges that he entered into a sale and purchase agreement (the “SPA”) for the unit on 13 May 2008. The parties to the agreement are Empire Island (as seller) and Mr Al Nashef (as purchaser). Mr Al Nashef alleges that the sale and purchase agreement was “executed through” LLJ Property.
7. Mr Al Nashef alleges that he paid USD 74,689.45 to Empire Island, through Empire International. That sum is said to have been paid as part of the “*total purchase price via cheques issued by [Mr Al Nashef] to [Empire International], based on the instructions and request of [LLJ Property]*”. When it became clear to Mr Al Nashef that the project would not be completed, he caused a legal notice to be issued to Empire Island, Empire International and LLJ Property seeking reimbursement of that sum and compensation by way of moral damages. As he did not receive any satisfactory response, Mr Al Nashef commenced this proceeding.
8. LLJ Property denies that it was a party to the SPA. That is clear from its terms. The founder of LLJ Property, Ms Lubna Al Ruzeiqi, has given evidence that LLJ Property was involved in the transaction solely as agent for the vendor, pursuant to a “*Sole Sales Co-Ordinating Agency Agreement*” (the “**Agency Agreement**”) into which it entered with “*Empire Holdings*” on 6 August 2007. At the time LLJ Property held a commercial license from the Abu Dhabi Department of Economic Development to carry out real estate lease and management services, and administrative services for businesses. LLJ Property is now described as “*dormant*”.
9. Assuming, in favour of Mr Al Nashef, that the counter-party to the Agency Agreement was intended to be either Empire Island or Empire International, LLJ Property was engaged to sell units within the proposed Empire Tower, to be located in Shams, Al Reem Island. Clauses 2 and 6 of the Agency Agreement set out the scope of LLJ Property’s authority:

“2. **Agent’s Authority**

- 2.1 *The Agent is not authorized to sell the Seller’s interest in the Property but to find and introduce to the Seller such one or more persons as they consider might be acceptable to the Seller and who will enter into a contract.*
- 2.2 *The Agent is not authorized to enter into or sign a contract for sale on behalf of the Seller.*

¹ I adopt the same approach as was taken by Justice Sir Andrew Smith in *Union Properties PJSC v Trinkler & Partners Ltd* [2024] ADGMCFI 0014 at paragraph 31.



...

6. **Agent's Additional Services**

6.1 *The Sole Co-ordinating Agent shall perform the following services in connection with the project:*

- a) *Advise reputable agencies internationally and locally of the project and availability of stock;*
- b) *Negotiate proposals on behalf of the Seller;*
- c) *Advise on the marketing material for the project;*
- d) *Establish a sales booking system for the project and manage the collection of the booking deposit, issuing of receipts and banking of the monies collected, follow up and collection of the remaining instalments up to the final instalment as detailed in the Sales Agreement, which to be arranged and/or coordinated with the Finance department of the Seller;*
- e) *Ongoing liaison and coordination, to include the provision of ongoing progress reports to unit buyers.*
- f) *Attend marketing meetings with Seller and/or their appointed representative;*
- g) *Periodically report on the progress of sales process;*
- h) *Provide overall management of the sales and marketing campaign;*
- i) *review of design specifications, including commentary and recommendations on finishing, design and selection;*
- j) *designate a project manager to be the main point of contact with the client on a day to day basis."*

Analysis

10. In those circumstances, the question is whether LLJ Property could have any liability to Mr Al Nashef under a cause of action that he has advanced. It is common ground that the question is to be determined as a matter of law of the United Arab Emirates ("UAE") and the Emirate of Abu Dhabi.



11. The relevant statutory provisions are found in the UAE Federal Law No. (5) of 1985 concerning the Issuance of the Civil Transactions Law (the “**Civil Transactions Law**”). To support his case, Mr Al Nashef initially referred to an unnamed decision of the Dubai Court of Cassation. When the citation for that case was sought, Mr Al Nashef’s legal representatives advised that it was, in fact, a decision of the Court of First Instance of Dubai, in *RA v TLA*² (the “**Dubai Court Decision**”). It was cited in support of the proposition that LLJ Property was undertaking a role as a broker in a way that rendered it liable to Mr Al Nashef in respect of the failed SPA.
12. The Dubai Court Decision does not stand for the proposition for which it was cited. If anything, it runs contrary to Mr Al Nashef’s contentions. By reference to Articles 153, 250 and 252 of the Civil Transactions Law, the Court said:

“... when a representative exceeds the scope of their authority and enters into a contract in the name of the principal, the validity of the contract and the rights (obligations) arising from it accrue to the principal. The effects of the contract are binding upon the contracting parties and their universal successors, and the contract does not entail any liability on the part of others. In light of the fact that the third defendant was not a party to the contract for the sale of the real estate unit in question, despite being an intermediary for the subsidiary project developer, Town Center Management, as explained earlier, the third defendant is not entitled to the consequences of this matter. Therefore, the court rules not to accept the case against the third defendant and dismisses it without a judicial decision on the merits...”
13. In my view, application of the principle set out in the Dubai Court Decision determines the present application in favour of LLP Property. There is no suggestion that LLJ Property acted outside of the scope of the authority conferred upon it by the Agency Agreement. Nor is there anything in the Claim to suggest that LLJ Property assumed any contractual obligation to Mr Al Nashef. The highest at which the case for Mr Al Nashef can be put is the way in which it is expressed in the Claim: that the SPA was “*executed through*” LLJ Property.³ There is no allegation that LLJ Property acted other than in its role as an authorised agent within the scope of the authority conferred by the Agency Agreement.⁴
14. In those circumstances, I find that there is no prospect that Mr Al Nashef could succeed in his claim against LLJ Property. I will enter summary judgment in favour of LLJ Property against him. Mr Al Nashef will be left to any remedies that he may have against Empire Island and/or Empire International.

² *RA v TLA* (Case No. 553 of 2015), 20 June 2026.

³ See paragraph 6 above.

⁴ Clause 2 and 6 of the Agreement are set out at paragraph 9 above.



Conclusion

15. The application for summary judgment is granted. Judgment is entered in favour of LLJ Property against Mr Al Nashef. As a result of the entry of summary judgment in its favour, the Claim as against LLJ Property is struck out.
16. LLJ Property is entitled to costs. If they cannot be agreed, I shall assess costs summarily on the standard basis.



Issued by:

Linda Fitz-Alan
Registrar, ADGM Courts
21 October 2025