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

SKY PROPERTY HOLDINGS LTD
Claimant/ Applicant

and

CORPORATE SKY BUSINESS CENTER L.T.D
Defendant/ Respondent

JUDGMENT OF JUSTICE SIR ANDREW SMITH

Neutral Citation:	[2025] ADGMCFI 0021
Before:	Justice Sir Andrew Smith
Decision Date:	1 September 2025
Decision:	1. Worldwide freezing order granted
Hearing Date:	28 August 2025
Date of Order:	1 September 2025
Catchwords:	Freezing order. Risk of dissipation. "Without prejudice" privilege. Negotiations to settle a dispute. Exception of unambiguous impropriety.
Legislation Cited:	Abu Dhabi Law No. 20 of 2006 Abu Dhabi Law No. 4 of 2013 (as amended by Abu Dhabi Law No. 12 of 2020) ADGM Court Procedure Rules 2016 ADGM Courts, Civil Evidence, Judgments, Enforcement and Judicial Appointments Regulations 2015 ADGM Application of English Law Regulations 2015
Cases Cited:	Abu Dhabi Commercial Bank PJSC v Manghat, [2022] ADGM CFI 0007 Thane Investments Ltd v Tomlinson (No 1), [2003] EWCA Civ 1272 Lakatamia Shipping Co Ltd v Moritomo, [2019] EWCA Civ 2033 Ninemia Corp v Trave Schiffahrtsgesellschaft GmbH (The Niedersachsen), [1983] 2 Lloyd's Rep 600 Isabel dos Santos v Unitel SA, [2024] EWCA Civ 1109 AC Network Holding and ors v Polymath Ekar SPV1 and ors, [2023] ADGM CA 0002 Bradford & Bingley plc v Rashid (FC), [2006] UKHL 37 Alan Ramsay Sales & Marketing Ltd v Typhoo Tea Ltd, [2016] EWHC 486 (Comm) Unilever plc v The Proctor & Gamble Co, [1999] EWCA Civ 3027 Boreh v Republic of Djibouti and ors, [2015] EWHC 769 (Comm) Motorola Solutions Inc and anor v Hytera Communications Corp and anor, [2021] EWCA Civ 11 Savings & Investment Bank Ltd v Fincken, [2003] EWCA Civ 1630 Barnetson v Framlington Group Limited and anor, [2007] EWCA Civ 502

Case Number:	ADGMCFI-PCA-2025-005
Parties and representation:	***Claimant*** Silsy Samuel, MIO Legal Consultants LLP ***Defendant*** No appearance

JUDGMENT

The Application

1. By an application notice filed on 22 August 2025, the applicant, Sky Property Holdings LTD (*"***Sky***"*), applies for a freezing order with a limit of AED 3,748,500 against Corporate Sky Business Center L.T.D (*"***CSBC***"*). The application is made without notice because Sky contends that advance notice would undermine the purpose of the application, in that it would provide an opportunity for CSBC to dispose of assets before an order might be made. It is supported by affidavits of Mr Frederic Paul Raymond Lacroix, Sky's Managing Director, and of Mr Omar Issa Odeh Ahmad of MIO Legal Consultants LLP (*"***MIO***"*), Sky's legal representatives.

2. The application was made before a claim form was issued. On 27 August 2025, Sky filed its claim form, which made (inter alia) a claim for rent arrears of AED 3,748,500 and an (apparently alternative) claim for damages for wrongful occupation.

3. I heard the application on 27 August 2025. At the end of hearing, I reserved my decision because the application raises a question about the admissibility of evidence, which I consider below. The question is not straightforward, and I am conscious that this judgment is longer than is usual on a without notice application of this kind. I need not explain that I have before me only Sky's evidence: I have no evidence from CSBC, and the matters that I set out might be refuted by it.

Background

4. The present matter between the parties arises from a commercial lease agreement dated 1 December 2022 (the *"***Lease Agreement***"*) whereby Sky agreed to lease the 23rd floor of Sky Tower, Al Reem Island (the *"***Property***"*) to CSBC for a period from 1 December 2022 to 30 November 2023. The Lease Agreement is bilingual, in English and Arabic. It provides at clause 5.4 that CSBC was prohibited from subleasing the Property in whole or in part without Sky's written consent. The English version provides at clause 7.4 as follows: *"The Contract will not be terminated and shall remain valid where the Lessee or any of its representatives or employees is still occupying the Property … and the Lessee is obliged to pay the Rent to the Lessor till the Property is totally and officially vacant as per the applicable law"*. The Rent was agreed to be AED 1,785,000 per annum.

5. The Lease Agreement is expressly stated (at clause 8.9) to be governed by and construed in accordance with *" .. the laws of the United Arab Emirates as applied in the applicable Emirate where the Property is located"*, and *"[a]ny dispute of difference arising out of or in connection with this Contract shall be finally settled by the resolution procedures directed by the applicable laws of the Emirate where the Property is located .."*. I understand, therefore, that the Lease Agreement is governed by, and is to be construed in according with, the laws applicable in "on-shore" Abu Dhabi. Although Al Reem Island, where the Property is located, is now within the Abu Dhabi Global Market ("**ADGM**"), that does not affect the position: first, this is the natural meaning of the expression *"the laws of the United Arab Emirates as applied in the applicable Emirate where the Property is located"*; and secondly, the law governing the Lease Agreement was settled when it was made, when Al Reem Island was not in the ADGM.

6. By letter dated 29 August 2023, Sky notified CSBC that the Lease Agreement would not be renewed when it expired on 30 November 2023. By letter dated 8 September 2023, CSBC objected that this was not *"aligned to the terms of our current lease agreement and the applicable laws of the United Arab Emirates"* and asked Sky to reconsider its decision. By letter dated 13 September 2023, Sky responded that the notice was in accordance with article 20 of the Abu Dhabi Tenancy Law (Abu Dhabi Law No. 20 of 2006), and it repeated that CSBC was required to vacate the Property on or before 30 November 2023. Article 20(3) of Abu Dhabi Law No. 20 of 2006 provides that, in the event that a party does not wish to renew a non-residential lease, it should notify the other party in writing three months before the date of the lease's expiry.

7. On 28 November 2023, Sky sent CSBC a letter headed *"Move Out Notice"*. It stated that it would be conducting an inspection *"to complete the exit procedures"* on 30 November 2023. CSBC responded on 29 November 2023 that the Lease Agreement was due for *"automatic renewal for an additional rent period of one year"*, sending by way of rent three cheques, each for AED 624,750, dated 1 December 2023, 1 April 2024 and 1 August 2024 and drawn on an account at a Dubai branch of Abu Dhabi Commercial Bank PJSC ("**ADCB**"). It stated, *"As you are aware, we had a lengthy arrangement with the former owner to manage the leased premises and facilitate the business operations, particularly in sub-leasing to third parties who continue to benefit from our services"*. CSBC did not vacate the Property by 30 November 2023 and still has not done so.

8. Sky brought proceedings before the Courts of the Abu Dhabi Judicial Department (*"**ADJD**"*), seeking (among other things) orders for the Property to be vacated and that CSBC pay rent until it was. On 6 November 2024, the Rental Committee dismissed the proceedings on procedural or jurisdictional grounds, and its ruling was upheld by the Rental Court of Cassation on 5 March 2025. The judgment of the First Instance Court explains something of the background to the proceedings and CSBC's letter of 29 November 2023: apparently Sky alleged that CSBC had subleased the Property in breach of clause 5.4, and recorded that the Abu Dhabi municipal authorities had found, when directed to register the Lease

Agreement, that registration "*was not possible due to the existence of other lease contracts on the same unit with other tenants ..*" and CSBC, without SKY's knowledge, had "*entered into sublease agreements with a previous owner – who was unknown to [Sky] – after the ownership had already been transferred to [Sky] and the previous owner no longer had legal status over the property*". (I cite an English translation of the judgment that Sky has put in evidence.)

9. On 12 December 2024, CSBC wrote to Sky that the Lease Agreement was "*set to expire*" on 30 November 2024. As with the letter of 29 November 2023, it said that it was due for "*automatic renewal for an additional rent period of one year*", and sent by way of payment of rent three cheques, each for AED 624,750, dated 1 December 2024, 1 April 2025 and 1 August 2025, again drawn on the same Dubai branch of ADCB.

10. On 5 May 2025, Sky wrote to CSBC about the Lease Agreement and said that, according to the lease terms, it was "*due for automatic renewal for one year*". It enclosed two lease agreements for the periods 1 December 2023 to 31 December 2024 and from 1 January 2025 to 30 November 2025. It claimed that rent of AED 3,570,000 was due under them, together with value added tax charges of AED 178,500. Having received no response, Sky again wrote by letter dated 21 May 2025 requesting payment of AED 3,748,500. According to the evidence of Mr Lacroix, that letter too was ignored.

11. On 23 June 2025, MIO wrote on behalf of Sky that it was "*reaching out ... to discuss outstanding matters in relation to*" the Property, suggesting a meeting "*so that any issues can be addressed collectively and constructively*". A meeting was held on 30 June 2025, attended by Mr Ahmad and other persons from MIO and by CSBC's shareholders and legal representatives. Mr Ahmad's affidavit says the "*meeting was convened ... in an attempt to amicably resolve the dispute*". He went on to say that "*[d]uring the meeting, [CSBC's] shareholders threatened to dissolve the company and dispose of its assets. This was conveyed with the apparent objective of evading payment of the outstanding debt owed to [Sky], by taking advantage of the limited liability structure of [CSBC]*".

Jurisdiction

12. By article 13(7) of the Abu Dhabi Law No. 4 of 2013 , as amended by Abu Dhabi Law No. 12 of 2020, (the "**Founding Law**") this Court has exclusive jurisdiction to consider and decide (inter alia) (i) "*[c]ivil or commercial claims and disputes involving the Global Market or any of the Global Market Authorities or any of the Global Market Establishments*"; (ii) "*[c]ivil 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 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*". Both Sky and CSBC are registered in ADGM, and are therefore "*Global Market Establishments*", as that term is defined in the Founding Law. Further, the Property is on Al Reem Island and so is within the ADGM: the dispute arises out of or relates to a contract to be performed in the ADGM.

13. This Court therefore has exclusive jurisdiction over Sky's claim and its dispute with CSBC. This conclusion is consistent with clause 8.9 of the Lease Agreement: the *"resolution procedures"* of the law of Abu Dhabi require the claim to be before the ADGM Court of First Instance.

14. The Court has power to make freezing orders under the ADGM Courts, Civil Evidence, Judgments, Enforcement and Judicial Appointments Regulations 2015, section 41: *"(1) The Court of First Instance may by order (whether interim or final) grant an injunction ... in all cases in which it appears to the Court just and convenient to do so. ... (3) The power of the Court of First Instance under subsection (1) to grant an interim injunction restraining a party in any proceedings from removing from the jurisdiction of the Court of First Instance or [Abu Dhabi], or otherwise dealing with assets located within that jurisdiction or [Abu Dhabi] shall be exercisable in cases where that party is, as well as in cases where he is not, domiciled, resident or present within that jurisdiction"*. The position is confirmed by the ADGM Court Procedure Rules 2016, r. 71, which provides: *"(1) The Court may grant such interim remedies as are necessary in the interests of justice (whether in the particular case or more generally) including - (a) an interim injunction ... (f) an order (referred to as a 'freezing injunction') restraining a party from removing from a particular jurisdiction assets located within that jurisdiction or from dealing with or removing from ADGM or any other jurisdiction assets which are located there"*.

Freezing orders: the law

15. In my judgment in *Abu Dhabi Commercial Bank PJSC v Manghat, [2022] ADGM CFI 0007* at para 14, I cited, and applied in the ADGM, this summary of the principles governing the grant of freezing orders from the judgment of Peter Gibson LJ in *Thane Investments Ltd v Tomlinson (No 1), [2003] EWCA Civ 1272 (at para 21)*: the Court must be satisfied that *"the applicant for the order has a good, arguable case, that there is a real risk that judgment would go unsatisfied by reason of the disposal by the defendant of his assets, unless he is restrained by the court from disposing of them, and that it would be just and convenient in all the circumstances to grant the freezing order"*. Peter Gibson LJ went on to say: *"It is important that there should be solid evidence adduced to the court of the likelihood of dissipation"*.

16. At paragraph 15 of my judgment in the *ADCB* case, I explained what constitutes a good arguable case. I referred to the dictum of Haddon-Cave LJ in *Lakatamia Shipping Co Ltd v Moritomo, [2019] EWCA Civ 2033* that the test as to whether an applicant for a freezing order has a good arguable case is *"not a particularly onerous one"*. I also set out the description of the test of Mustill J in *Ninemia Corp v Trave Schiffahrtsgesellschaft GmbH (The Niedersachsen), [1983] 2 Lloyd's Rep 600, 605*, that it refers to a case *"that is more than barely capable of serious argument, but not necessarily one which the judge considers would have a better than 50 per cent chance of success"*.

17. In the more recent decision of *Isabel dos Santos v Unitel SA, [2024] EWCA Civ 1109*, the English Court of Appeal conducted a detailed examination of what constitutes a good arguable case in this context. Sir Julian Flaux C endorsed the Mustill J's test (at para 96). Popplewell LJ agreed with Sir Julian Flaux (at para 122), and added this: *"the time has come, in my view, to recognise that the gateway merits test for a freezing order is and should be the same as that for interim injunctions generally, namely whether there is a serious issue to be tried. That is so both as a matter of principle and because it is no different in substance from the test applicable to freezing orders of 'good arguable case', in the sense defined in The Niedersachsen"*. This being the current position under English law (which is to be applied in accordance with the ADGM Application of English Law Regulations 2015: and see *AC Network Holding and ors v Polymath Ekar SPV1 and ors [2023] ADGM CA 0002)*, it might avoid confusion if the test of whether there is a serious issue to be tried were similarly adopted in this jurisdiction: it is a more specific encapsulation of the test, although does not differ in substance from that which has been applied under the *"good arguable case"* formulation.

Has Sky a sufficient case?

18. In my judgment, Sky has shown a serious issue to be tried on its claim against CSBC that, under the terms of clause 7.4 of the Lease Agreement, it is entitled to payment in respect of CSBC's occupation of the Property after 30 November 2023. There might be a question whether Sky is entitled to the full amount of AED 3,748,500. On its face, clause 7.4 provides for rent to continue until the Property is *"totally and officially vacated as per the applicable law"* and CSBC might vacate the Property before 30 November 2025. However, the exact amount of Sky's claim for rent is to be decided by the law of the UAE as applicable in Abu Dhabi, about which I have not had evidence or heard argument. What matters for present purposes is that, on any view, Sky has shown a sufficient case that by far the greater part of the sum of AED 3,748,500 is due, and the limit on the freezing order sought by Sky would in any event be justified because freezing orders conventionally allow an uplift on the limit to cover a potential award of interest and costs.

Has Sky shown a sufficient *"risk of dissipation"*?

19. The question that has troubled me more is whether Sky has shown a sufficient *"risk of dissipation"*, which is a convenient, if rather imprecise, label for the risk that a judgment might go unsatisfied by reason of CSBC disposing of its assets, unless it is restrained by a Court order from doing so. In his evidence, Mr Lacroix put this part of Sky's case as follows:

> *"... there exists a real and objectively justifiable risk of dissipation of assets by [CSBC]. This risk arises not merely from [CSBC's] continued unlawful occupation of the Leased Premises and failure to honour its payment obligations, but also from its legal structure as a Limited company, which by nature permits the shielding of shareholder assets from company debts. [Sky] has received threats relayed from its representatives – that the*

> *shareholders of [CSBC] are actively considering dissolving [CSBC] and transferring assets, with the intention of frustrating recovery efforts. This conduct signals a strategic use of corporate personality to evade liabilities, a risk recognised in freezing order jurisprudence. The issuance of post-dated cheques, repeated attempts to override [Sky's] refusal to renew the lease further and continued occupation of the Leased Premises without a renewed lease agreement underscore [CSBC's] disregard for contractual and legal boundaries. Taken together, these factors support a conclusion that there is a real risk, judged objectively, that any judgment in [Sky's] favour will go unsatisfied unless [CSBC] is restrained by this Honourable Court from disposing of its assets".*

20. In my judgment, Sky's argument that there is a risk of dissipation depends upon its evidence about threats that are said to have been made by CSBC's representatives. CSBC's corporate structure, the offer of post-dated cheques and its continued occupation of the Property, whether or not lawful, do not evidence a risk that it will take steps to prevent or obstruct a judgment in Sky's favour being enforced. I take it that the threats to which Mr Lacroix refers are those which Mr Ahmad says were made at the meeting of 30 June 2025 – that seems to be confirmed by Mr Lacroix saying that they were relayed through its representatives. If I can properly have regard to the evidence about them, then I would conclude that Sky has established a risk of dissipation.

21. I therefore must consider whether I must disregard the evidence of the threats because of what I shall call the *"without prejudice rule"*: the rule that generally communications made for the purpose of a genuine attempt to compromise a dispute between the parties may not be admitted in evidence. The juridical basis of the rule is in part contractual - an implied, if not an express, agreement that what is said in settlement negotiations will not subsequently be relied upon in proceedings - and in part public policy, the policy that parties should be encouraged to avoid litigation by settling their disputes without being inhibited by a fear that statements in negotiations might be deployed in proceedings against them. It does not apply only when proceedings have already been brought, and it does not depend upon the exchanges being expressed to be without prejudice. As Lord Mance observed in *Bradford & Bingley plc v Rashid (FC), [2006] UKHL 37*, *"The existence of a dispute and of an attempt to compromise it are at the heart of the rule whereby evidence may be excluded (or disclosure of material precluded) as 'without prejudice'"* (at para 81). These matters are to be determined objectively, the subjective intention of the party in question being irrelevant, but otherwise having regard to all the circumstances: *Alan Ramsay Sales & Marketing Ltd v Typhoo Tea Ltd, [2016] EWHC 486 (Comm)* at para 23.

22. There are important qualifications to the without prejudice rule. A list of exceptions to it is given in the judgment of Robert Walker LJ in *Unilever plc v The Proctor & Gamble Co, [1999] EWCA Civ 3027* at para 23, including this: *"... one party may be allowed to give evidence of what the other said or wrote in without prejudice negotiations if the exclusion of the*

evidence would act as a cloak for perjury, blackmail or other 'unambiguous impropriety' (the expression used by Hoffmann LJ in Foster v Friedland, 10 November 1992, CAT 1052)". In *Boreh v Republic of Djibouti and ors, [2015] EWHC 769 (Comm)*, Flaux J expressed what is meant by *"unambiguous impropriety"* as what goes *"beyond the permissible in settlement of hard fought commercial litigation"* (at para 132).

23. Therefore, the evidence that CSBC made the threats on which Sky relies would prima facie be inadmissible if they were made in the course of negotiations to settle a dispute, unless it is admissible under the exception about *"unambiguous impropriety"*. Accordingly, the questions which I must consider are: (i) whether the threats were made in the course of negotiations to settle a dispute; and (ii) whether the exception applies. It is for the applicant for a freezing order to show on admissible evidence that there is a risk of dissipation. Accordingly, it is for Sky to show that the evidence of the threats is admissible: it must show either that the threats were not made in the course of negotiations to settle a dispute or that the exception applies. It is not enough for Sky to show a good arguable case on either of these points: see *Motorola Solutions Inc and anor v Hytera Communications Corp and anor, [2021] EWCA Civ 11* at para 65. That said, on a without notice application such as this, the Court can only provisionally be satisfied about the admissibility of the evidence.

Were the threats made in the course of negotiations to settle a dispute?

24. At first sight, the question whether the threats were made in the course of negotiations to settle a dispute might seem straightforward: Mr Ahmad's evidence is that the meeting was convened to try to *"resolve the dispute"*. If something is said on a privileged occasion, the Court will not exclude it from the protection of the privilege unless the unambiguous impropriety exception applies because it was being abused: see *Savings & Investment Bank Ltd v Fincken [2003] EWCA Civ 1630* at para 57. The Court will not, as Flaux J put it in the *Alan Ramsay* case (loc cit) at para 32, *"fillet out"* and admit in evidence what might be construed as a threat when it is *"part of the continuum of without prejudice negotiations"*.

25. However, in my judgment the question is not so simple. Although Ms Samuel said at one point in her submissions that the meeting was held on a "*without prejudice*" basis, the use of that label would not in itself mean that it is privileged, and in any case, what matters is the evidence, rather than the language used in submissions. In the letters of 5 May 2025 and 21 May 2025, which led to the meeting, Sky was seeking payment of sums which, by sending the cheques on 29 November 2023 and 12 December 2024, CSBC had already offered to pay, albeit in instalments. Sky also sent new lease agreements for the periods from 1 December 2023 to 31 December 2024 and from 1 January 2025 to 30 November 2025, but there is no indication that their terms were controversial.

26. In these circumstances, was there a dispute that might attract the without prejudice rule? As I have said, this is to be determined objectively, without regard to the subjective intention or understanding of the parties, and an important consideration is whether the

parties contemplated or might reasonably have contemplated litigation if they did not agree, in view of the subject matter of the negotiations: see *Barnetson v Framlington Group Limited and anor, [2007] EWCA Civ 502,* at paras 29 ff esp. at para 34. The parties had litigated in the ADJD and issues in it remained unresolved, but the letters of 5 May 2025 and 21 May 2025 did not resurrect them. The letters did not refer to the possibility of litigation about the rent for the occupied premises, and to my mind neither the request for rent nor the request that the leases be countersigned by CSBC was a request that the parties would reasonably expect to lead to proceedings. In fact, proceedings have been brought, but, as I conclude from the Claimant's evidence, that was because of the alleged threats made by CSBC.

27. I am satisfied, on the evidence presently before that Court, that the discussions at the meeting on 30 June 2025 were not truly (pace Mr Ahmad) negotiations to resolve a dispute so as to attract the without prejudice rule.

The *"unambiguous impropriety"* exception

28. Having reached that conclusion, it is not necessary for me to decide whether, if the negotiations had otherwise attracted the rule, evidence of the threats would be admissible under the *"unambiguous impropriety"* exception. However, I shall say something about it.

29. There have been numerous English authorities about the exception, and they were exhaustively reviewed by the Court of Appeal in the *Motorola Solutions* case (cit sup). It is clear from the judgment of Males LJ in that case that the Courts are anxious that the exception should not be applied readily. Thus, it is said: *"First, the without prejudice rule must be 'scrupulously and jealously protected' so that it does not become eroded. Second, even in a case where the 'improper' interpretation of what was said at a without prejudice meeting is possible, or even probable, that is not sufficient to satisfy the demanding test that there is no ambiguity. Third, evidence which is asserted to satisfy this test must be rigorously scrutinised"* (at para 31). Further, Males LJ said (at para 57): *"... the courts have consistently emphasised the importance of allowing parties to speak freely in the course of settlement negotiations, have jealously guarded any incursion into or erosion of the without prejudice rule, and have carefully scrutinised evidence which is asserted to justify an exception to the rule. Although the unambiguous impropriety exception has been recognised, cases in which it has been applied have been truly exceptional, and ... there has been no scope for dispute about what was said, either because the statement was recorded ... or because it was in writing ... . I would not wish to exclude the possibility that the evidence about what was said at an unrecorded meeting may be so clear that the court is able to reach a firm conclusion about it (nor would I wish to encourage the clandestine recording of settlement meetings), but such cases are likely to be rare"*.

30. Although the general approach of the Courts to applying the exception is clear enough from these citations, and from the *Motorola Solutions* judgment generally, I do not find it easy to discern from the authorities precisely when it should be recognised. I find it particularly

difficult to apply the guidance of the Court of Appeal in the *Motorola Solutions* case on an application without notice for a freezing order (and, of course, most applications for freezing orders are initially considered at a without notice hearing). The requirement for the Court to scrutinise the evidence rigorously does not take the matter beyond what is in any case recognised to be the Court's duty when it is asked to grant a freezing order.

31. The expression "*unambiguous impropriety*" might itself be ambiguous, but I take it to mean that there should be no scope for doubt that what was said was improper: that it certainly went "*beyond the permissible in settlement of hard fought commercial litigation*". It cannot, I think, require that the evidence establish what was said in the exchanges beyond reasonable doubt: that would mean that the word "unambiguous" would, anomalously, introduce into civil litigation a higher standard of proof than the balance of probabilities, and create an unprincipled distinction between cases of perjury and blackmail and cases of "*impropriety*". In any case, on a without notice application only one party's account of the exchanges is available, whether or not they were oral exchanges at an unrecorded meeting, and the Court will often have no logical basis to reject the account before it. I see no logical basis to reject Sky's evidence for the purposes of deciding this application.

32. If what was said in this case had only been that CSBC might be liquidated, I would not consider that it attracts the unambiguous impropriety exception. It is not difficult to envisage CSBC's representatives saying that, if Sky pressed its demand for rent (or its full demand for rent), it would (or might) have no choice but to go into liquidation. If true, I would consider that to be within the limits of what is permissible. But, according to the evidence before me, CSBC also said that it would dispose of its assets, and to my mind a threat of that kind goes beyond what is permissible. If I had to decide whether the "*unambiguous impropriety*" exception applies in this case, at this without notice stage of the proceedings I would have concluded that it does, albeit with hesitation and aware that the question might well have to be reviewed at an inter partes hearing. As it is, I prefer to admit the evidence on the basis that there was not a "*dispute*" in the relevant sense.

33. I conclude that the evidence of what was said at the meeting on 30 June 2025 is admissible and that Sky has established a risk of dissipation.

Is a freezing order just and convenient?

34. I have also concluded that it is just and convenient to grant Sky a freezing order. Otherwise, there is a real risk that its claim to be compensated for CSBC's occupation of the Property since 1 December 2023 or enforcement of it will be improperly frustrated.

Conclusion and terms of the order

35. I shall grant Sky a freezing order with a limit of AED 3,748,500.

36. Although Sky described the order that it seeks as a "*domestic freezing order",* that is a misnomer. In substance, it seeks a worldwide freezing order: Sky's draft order provides that CSBC should not "*in any way dispose of, deal with or diminish the value of any of its assets whether they are in or outside the ADGM up to [the value of AED 3,748,500]"*. In opening the case, Ms Samuel said that the application sought to restrain CSBC from "*withdrawing any funds from the bank accounts in the UAE banks*". A domestic freezing order would not serve that purpose, and would serve little purpose: I consider that a worldwide freezing order is justified.

37. The draft order includes a provision of the usual kind that CSBC provide information about its assets, but it does not provide that it should cover assets worldwide: indeed, the draft order specifically deletes the word" *worldwide"* in this context. Nevertheless, I shall make an order whereby the provision of information is to cover assets worldwide, corresponding to the freezing order that the provision is designed to help to police.

Issued by:

Linda Fitz-Alan
Registrar, ADGM Courts
1 September 2025