



ADGM COURTS

محاكم سوق أبوظبي العالمي

In the name of

His Highness Sheikh Khalifa 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**

**IN THE MATTER OF NMC HEALTHCARE LTD AND THE COMPANIES LISTED IN
SCHEDULE 1**

and

IN THE MATTER OF THE INSOLVENCY REGULATIONS 2015

**NMC HEALTHCARE LIMITED
(IN ADMINISTRATION) (SUBJECT TO DEED OF COMPANY ADMINISTRATION)**

Applicant

and

NOOR CAPITAL PSC

Respondent

JUDGMENT OF JUSTICE SIR ANDREW SMITH

Neutral Citation:	[2022] ADGMCFI 0003
Before:	Justice Sir Andrew Smith
Decision Date:	4 April 2022
Decision:	Proceedings to be stayed after determination of consequential and ancillary matters.
Hearing Dates:	14 and 17 March 2022
Date of Order:	To be arranged.
Catchwords:	Anti-suit injunction; Injunction to protect assets of company in administration; Injunction to enforce terms of Deed of Company Administration; Submission to insolvency jurisdiction by submission of proof of debt; Injunction to restrain enforcement of judgment in another Emirate; Delay; Full and frank disclosure on application for ex parte relief; Exercise of discretion to make anti-execution injunction.
Cases Cited:	<p>Goel v Credit Suisse (Switzerland) Limited, [2021] DIFC CA 002</p> <p>Donohue v Armco Inc and others, [2001] UKHL 64</p> <p>Fleming v Dubai Islamic Bank PJSC, [2021] ADGMCFI 0006</p> <p>Bushby v Munday, (1821) 5 Madd 297, 307</p> <p>Stichting Shell Penioenfonds v Krys, [2014] UKPC 41</p> <p>Bloom v Harms Offshore AHT "Taurus" GmbH & Co, [2009] EWCA (Civ) 632</p> <p>DSC Holdings Australia Pty Ltd v Helenic Pty Ltd, (2014) 307 ALR 143</p> <p>Erste Group Bank AG v JSC "VMZ Red October", [2015] EWCA 379</p> <p>Federal Supreme Court in Civil Cassation No 113 of 2016, session of 11 April 2016</p> <p>Riverrock Securities Ltd v International Bank of St Petersburg (JSC), [2020] EWHC 2483</p> <p>Emirates NBD Bank PJSC v KBBO CPG Investment LLC, CFI 045/2020</p> <p>Ludhyan v Lucina, [2020] DIFC Arb 27</p> <p>NMC Healthcare Ltd v Dubai Islamic Bank PJSC, [2021] ADGMCFI 0006</p> <p>Rubin v Eurofinance SA, [2012] UKSC 46</p> <p>Ecobank Transnational Inc v Tanoh, [2015] EWCA Civ 1309</p> <p>Rex v. Kensington Income Tax Commissioners, Ex parte Princess Edmond de Polignac, [1917] 1 K.B. 486</p> <p>Fundo Soberano de Angola and ors v Dos Santos, [2018] EWHC 2199 (Comm)</p> <p>Masri v Consolidated Contractors International Co SAL, [2008] EWCA Civ 625</p>

Legislation Cited:	Insolvency Regulations 2015 Companies Regulations 2020 ADGM Courts, Civil Evidence, Judgments, Enforcement and Judicial Appointments Regulations 2015
Case Number:	ADGMCFI-2020-020
Parties and representation:	Mr Tom Smith QC and Mr Adam Al Attar, instructed by Quinn Emanuel Urquhart & Sullivan UK LLP for the Applicant Ms Elizabeth Blackburn QC and Mr Francis Hornyold-Strickland, instructed by Ince & Co for the Respondent

JUDGMENT

The Application

- On 1 March 2022, I made what is often called an “*anti-suit injunction*” against Noor Capital PSC (“**Noor**”) on an application made on 26 February 2022 by NMC Healthcare Ltd (“**NMCH**”), a company in administration. The application was made ex parte, but NMCH had given notice, albeit short notice, of it to Noor late on 26 February 2022. Noor was represented at the hearing by Mr Adil El Hassan, who is its legal counsel and a lawyer admitted in Sudan to practise law.
- The application concerned proceedings that Noor had brought in the Courts of Dubai in respect of a claim made under a Security Loan Agreement dated 12 December 2019 (the “**Facility**”). It was supported by witness statements of: (i) Mr Richard Dixon Fleming, one of the Joint Administrators of NMCH, dated 26 February 2022; (ii) Mr Richard Charles East, a solicitor and partner in the firm of Quinn Emanuel Urquhart & Sullivan LLP (“**QE**”), who act for NMCH, dated 26 February 2022 and 28 February 2022; and (iii) Mr Nasser Ahmed Nasser Al Osaiba, a partner in Global Advocacy and Legal Counsel, who are advisers to NMCH, dated 26 February 2022. In the course of the proceedings, Mr Al Osaiba made three further statements, dated 9 March 2022, 12 March 2022 and 14 March 2022.
- NMCH applied for an order that Noor should not “*commence or prosecute or continue or take any steps in or otherwise participate in any proceedings in any court or tribunal in the Emirate of Dubai against [NMCH] in respect of (i) any debt, claim or dispute arising out of or in connection with*” the Facility or Noor’s proof of debt dated 13 October 2020 submitted in NMCH’s administration in the Abu Dhabi Global Market (“**ADGM**”), or (ii) “*any enforcement or execution of any debt or claim arising out of or in connection with*” the Facility or the proof of debt”. I granted that application in part, ordering that Noor should not participate in any proceedings in any Court or Tribunal in the Emirate of Dubai against NMCH in respect of the enforcement or execution of any such debt or claim. This order was to continue until 14 March 2022, the return date for the application, or further order of this Court. It was subject to an exception in respect of proceedings commenced or continued with the Court’s permission under the relevant provisions of the Insolvency Regulations 2015 (“**IR**”). I also ordered that Noor was to withdraw or cause to be withdrawn an application or request to the Dubai Courts on 24 February 2022 in Dubai Courts Commercial Execution No 3972/2020 (the “**24 February application**”). It was to do so “*forthwith or in any event by 5.00pm GST on 8 March 2022*”. NMCH gave the Court a cross-undertaking in damages.
- On 8 March 2022, Ince & Co wrote to the Court on behalf of Noor, and requested that, pending the hearing on 14 March 2022, I amend the order of 1 March 2022 in that I should not require that Noor withdraw, or cause to be withdrawn, the 24 February application, but direct that it should not object in the Cassation Court of Dubai to a stay of the 24 February application. In the letter, Ince & Co gave no indication that Noor would not otherwise comply with the order of 1 March 2022.

5. After receiving further representations by letter from QE and Ince & Co, who act for Noor, dated 9 and 10 March 2022 respectively, on 10 March 2022, for the reasons explained in the order, I declined to grant Noor's request pending the hearing on 14 March 2022, and adjourned it to 14 March 2022.
6. Before the hearing on 14 March 2022, Noor served witness statements as follows: two statements, both dated 7 March 2022, by Mr Mohamed Ahmed Alzaabi, a lawyer admitted to practise in the United Arab Emirates ("**UAE**") a statement dated 7 March 2022 of Mr El Hassan, and a statement dated 10 March 2022 of Mr Mohammed R Alsuwaidi, a lawyer practising law in the UAE with Alsuwaidi & Co.
7. On 14 March 2022, at the hearing on the return date, NMCH, represented by Mr Tom Smith QC and Mr Adam Al Attar, asked the Court to make a final order in the terms of the ex parte order, and that the cross-undertaking in damages be discharged. Noor, who were represented by Ms Elizabeth Blackburn QC and Mr Francis Hornyold-Strickland, argued that I should refuse NMCH any relief, and that this Court should not prevent Noor from pursuing proceedings in the Courts of Dubai to enforce a judgment that it obtained on 6 May 2020 in respect of NMCH's liability under the Facility (the "**Payment Order**"). However, Ms Blackburn was inclined to accept that, if I made an anti-suit injunction at all, it should be a final order, although she identified difficulties that might, in some circumstances, arise if a final order were made on this hearing.
8. The hearing was not completed on 14 March 2022, and I adjourned it part heard until 17 March 2022. In order to preserve the position, I extended the order of 1 March 2022 until the end of the hearing, subject to a variation so as to allow Noor, if so advised, to apply to the Dubai Execution Court to stay the 24 February 2022 application, rather than withdraw it.
9. Before the hearing resumed on 17 March 2022, Noor served further evidence by way of a witness statement dated 16 March 2022 of Ms Mehtab Kassam of Ince & Co; a further statement of Mr El Hassan dated 14 March 2022; and a statement dated 15 March 2022 of Mr Yousef Al-Sharif, an advocate in Dubai practising as Yousef Al-Sharif & Co.
10. At the end of the hearing on 17 March 2022, for reasons that I gave orally, I ordered that the order of 14 March 2022 be further extended until I deliver this judgment, subject to a further variation to allow Noor to take any steps that it saw fit to appeal against a judgment of the Dubai Court of Appeal of 9 March 2022.
11. On both 14 and 17 March 2022, NMCH continued its cross-undertaking in damages.
12. After the hearing, on 28 March 2022, the Dubai Court of Cassation made an order that enforcement of the Payment Order be stayed pending determination of a Cassation Claim brought by NMCH to challenge it. I therefore invited the parties to make further submissions in light of this development, and they did so on 1 April 2022. With the Court's permission, Noor presented further submissions in response to those of NMCH on 3 April 2022.
13. In its submissions of 1 April 2022, NMCH did not "press for" an injunction, but submitted that I should deliver a judgment on the issues argued before me. Noor agreed that I should deliver a reasoned judgment, and I shall do so.

NMCH

14. NMCH was incorporated in Dubai on 29 April 2008 in the name of NMC Healthcare LLC. On 9 April 2020, its parent company, NMC Health plc, which was incorporated in England, was placed into administration by order of the English High Court. The background was that it had been discovered that the NMC Group had been the victim of a major fraud apparently perpetrated by certain former shareholders and executives, and had very large undisclosed liabilities.

15. In September 2020, NMCH and 35 subsidiary companies, which had been variously incorporated in Abu Dhabi, Dubai and Sharjah, were issued by the ADGM Registrar with certificates of continuance in the ADGM. Upon these certificates being issued, the companies became registered companies under the ADGM Companies Regulations 2020 (the “**CR**”). Section 107 of the CR provides that, when a certificate of continuance is issued, the company “*becomes a company regulated under*” the CR, and that a “*certificate of continuance is conclusive evidence [inter alia] (a) that the company is formed or regulated under [the CR], (b) that the requirements of [the CR] have been complied with in respect of (i) the continuance of the company under these Regulations ...*”.
16. At the hearing on 1 March 2022, Mr El Hassan maintained that the company that had been incorporated as NMC Healthcare LLC was a different legal entity from the company registered in the ADGM as NMCH. Noor has also deployed this argument in proceedings in Dubai. Ms Blackburn did not adopt it for the purposes of these proceedings, and, in my judgment, she was right not to do so: it seems to me to have no merit.
17. On 27 September 2020, this Court made an administration order (the “**Administration Order**”) in respect of NMCH and each of the 35 subsidiary companies. Mr Fleming and Mr Benjamin Thom Cairns were appointed the Joint Administrators of them all. The purpose of an administration order is apparent from section 2 of the IR, which provides, so far as is material, that “*the administrator of a Company must perform his functions with the objective of (a) rescuing the Company as a going concern; [or] (b) achieving a better result for the Company’s creditors as a whole than would be likely if the Company were wound up (without first being in administration) ...*”. Under section 45(5) of the IR, the effect of the administration order is that “*No legal process (including legal proceedings) may be instituted or continued against [NMCH] or property of [NMCH] except – (a) with the consent of the administrator of [NMCH]; or (b) with the permission of the Court*”.
18. In his evidence, Mr Alzaabel said this: “*I am not aware that there is any material difference between the insolvency framework between the ADGM and Dubai Courts. Accordingly, NMCH’s decision to continue in the ADGM appears to me to be a transparent attempt to use the ADGM insolvency process to frustrate enforcement by Noor against NMCH, and transfer assets to other members of the same corporate group, thereby stripping Noor’s Payment Order Judgment of immediate enforceability, which will/ would happen if the matter stays in Dubai*”. In her submissions, Ms Blackburn did not go that far, but submitted that NMCH has not “*adequately explained why the various companies were moved to the ADGM and why the ADGM was selected for the administration*”. I do not consider that there is any proper basis for Mr Alzaabel’s theory, and I do not see anything in Ms Blackburn’s observation: it made obvious sense for the administration of the 36 NMC companies to be subject to the same jurisdiction, and the reason that ADGM was selected is irrelevant to anything that I have to decide.
19. There is no memorandum of understanding on enforcement of judgments between ADGM Courts and Dubai Courts. On 28 October 2020, the Joint Administrators made an application to the Abu Dhabi Courts Enforcement Department to open an execution file, seeking deputisation of the enforcement of the Administration Order from the Abu Dhabi Courts to the Courts of other Emirates, including Dubai. On 14 April 2021, the Abu Dhabi Judicial Department addressed a letter (the “**Deputisation Letter**”) to the President of the Court of First Instance at the Dubai Courts, requesting the Dubai Courts to execute the Administration Order in accordance with the procedures of the Dubai Courts.
20. On 1 September 2021, a meeting of the creditors of NMCH and other companies of the NMC Group in administration in ADGM was held remotely to consider and vote on proposals by the Joint Administrators for the restructuring of the NMC Group, which had been presented to the creditors in detailed Revised Administrators’ Proposals dated 9 August 2021. The proposals were for separate but inter-related Deeds of Company Arrangement (“**DOCAs**”) for NMCH and 34 of the 35 other companies in administration, and the creditors of NMCH approved the proposed DOCA for NMCH (the “**NMCH DOCA**”) by a large majority, as did the creditors of each of the other 34 companies in administration. The DOCAs did not bring to an end the administration of the companies, including NMCH, and the prohibition on legal process under

section 45(5) of the IR continued. Mr Fleming and Mr Cairns remained the Joint Administrators under the Administration Order, as well as being appointed Deed Administrators under the DOCAs.

21. In broad outline, the scheme of the proposed DOCAs was to allow creditors to submit claims for proof, such proofs being in the administration of the relevant debtor company as well as under the relevant DOCA; and proving creditors were to share rateably in the value of the Group through instruments of entitlement in the restructured Group. A new company in the Group was to take over the subsidiary companies and through them the operating businesses, principally through transfers of shares owned by NMCH. (Under section 81 of the IR, the administrator of a DOCA may transfer shares in the company with the written consent of the owner of the shares or the Court's leave.) Thus, the subsidiary companies were to continue as going concerns. NMCH was to continue in administration in order to collect and distribute assets so as to achieve the best result for its creditors as a whole.
22. Noor attended the meeting on 1 September 2021, but did not vote on the proposals. However, it is bound by the decision of the meeting under section 76(1) of the IR, which provides that, "A [DOCA] binds all creditors of the Company, so far as concerns claims arising on or before the date specified in the [DOCA] ...", which here was 27 September 2020. Section 78(3) provides that, until a DOCA terminates, a person bound by it cannot "(a) begin or proceed with a proceeding against the Company or in relation to any of its property; or (b) begin or proceed with enforcement process in relation to property of the Company". The term "property" is widely defined in section 215(2): see too section 298.
23. Further, the NMCH DOCA expressly provided:
 - a. By clause 4.2(a), "... no person bound by this Deed may, without the consent of the Deed Administrators in relation to any Deed Company Claim: ... (ii) begin, take any further steps in, or continue with, any legal proceedings ... in relation to their respective Deed Company Claims; [and/or] ... (iv) take any action whatsoever to seek to recover any part of its Deed Company Claim from the Deed Company, including through any Enforcement Action". The "Deed Company" was NMCH; the expression "Deed Company Claim" was defined to cover the claim made by Noor against NMCH; and the expression "Enforcement Action" was defined to include "any action of any kind to ... sue, claim or institute or continue any legal process (including legal proceedings, execution, distress and diligence) against [NMCH or any direct or indirect subsidiary of NMCH] in any jurisdiction, other than any steps taken to submit proofs of debt in the administrations" of the companies entering into DOCAs.
 - b. By clause 17.9(a), the "agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of ADGM".
 - c. By clause 17.9(b), the "courts of the ADGM have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed and/or the Restructuring (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) ...".
 - d. By clause 17.9(c), the "parties, the Deed Company Creditors, and the Related DOCA Creditors agree that the courts of ADGM are the most appropriate and convenient courts to settle Disputes and accordingly no party bound by this Deed will argue to the contrary". The expression "deed Company Creditor" was defined to cover Noor.
24. I understand that restructuring of the Group pursuant to and in accordance with the DOCAs took place on 25 March 2022.

Noor's claim

25. Noor claims that, under the Facility, it loaned NMCH AED 550,000,000, NMCH's obligations being guaranteed by Dr B R Shetty. The agreement provided for repayment, with interest, in three instalments on 5, 10 and 20 January 2020, and Noor received three post-dated cheques from NMCH: one for AED 183,500,000 dated 5 January 2020; one for AED 183,500,000 dated 10 January 2020; and one for AED 200,235,857 dated 20 January 2020. The Facility provided that it "*shall be governed by, and be construed in accordance with, the laws of the UAE. Any legal action or proceedings arising out of or in connection with this Agreement may be brought in the Courts of Abu Dhabi*". The evidence before me indicates that nothing was repaid by NMCH or Dr Shetty under the Facility, and on 5 April 2020, Noor brought a payment order claim for AED 550,000,000 against NMCH and Dr Shetty in the Court of First Instance in Dubai. On 6 May 2020, the Court upheld the claim and made the Payment Order that NMCH and Dr Shetty be jointly liable to pay AED 567,235,857, together with interest. It provided (in the words of the translation before me) that the order should be "*self-executing immediately without bail*", which I understand to mean that execution was not stayed.
26. On 25 May 2020, NMCH appealed against the Payment Order to the Dubai Court of Appeal. On 18 June 2020, NMCH requested the Court of Appeal order a stay of execution pending determination of the appeal. On 19 June 2020, the Court of Appeal granted a stay on condition that NMCH deposited the judgment sum with the Court's Treasury. NMCH did not do so, and so no stay was ordered on the application.
27. On 27 May 2020 or 4 June 2020 (the date is not clear from the evidence), Noor filed an application at the Execution Department of the Dubai Courts to commence execution on the Payment Order. On 14 June 2020, notice of Execution Proceedings was served on NMCH.
28. On 15 June 2020, Noor filed a request with the Execution Court to impose an attachment on NMCH's commercial licence, and pursuant to that request the Court sent a letter to the Department for Economic Development in the Emirate of Dubai (the "**DED**"). On 16 June 2020, Noor requested attachment on NMCH's accounts with Emirates Islamic Bank and the Bank of Baroda, and on 17 June 2020, the Execution Judge authorised letters to the two banks enquiring about balances held on behalf of NMCH. [Redacted]. On 27 August 2020, Noor sought attachments over vehicles of NMCH, and on 30 August 2020, the Court issued a letter to the Roads and Traffic Authority. On 6 October 2020, Noor requested that the Execution Court enquire of the DED whether NMCH owned shares in certain companies. The Court accepted the request, but did not issue letters to the DED. It appears from the evidence before me that the banks, and the authorities have not responded to the attachment documents to confirm that they hold assets or funds that might be attached.
29. With regard to receivables owed by [redacted], which, I understand, is [redacted], Mr East gave evidence that "*NMC management*" had led him to understand that the receivables are owed not to NMCH but to other Group companies. However, Ms Blackburn did not place any reliance on this uncertainty. I do not need to consider it further in this judgment, and I can hear further submissions about this, if the parties wish to make them, when I deliver this judgment and hear submissions about the precise terms of my order.
30. On 31 May 2020, the Federal Cabinet of the UAE issued a Resolution (Cabinet Resolution No 21M/8F) concerning entities in the medical sector and their affiliates who were treating patients with the Covid 19 virus, and directed that, for a period of six months, judicial authorities in the UAE should adjourn claims against those entities and decisions in proceedings, including proceedings by way of applications for execution of judgments, and suspend all provisional and enforcement actions against their assets. On 22 June 2020, the Ministry of Health and Prevention (the "**MHP**") issued letters identifying "**NMC Company and its affiliates**" as companies covered by the Cabinet Resolution. On 1 September 2020, the Cabinet issued a further Resolution, Resolution No 17 of 2020, which prohibited legal procedures against companies named by the MHP as supporting the Government's response to Covid 19.

31. In response to the Cabinet Resolution No 17 of 2020, on 15 December 2020 the Dubai Court of Appeal stayed the appeal against the Payment Order for six months. After the six months' period had expired, NMCH submitted to the Dubai Court of Appeal a memorandum, with supporting documents, requesting that the proceeding be stayed on the basis of the Administration Order and the Deputisation Letter, and also challenged the Court's jurisdiction in respect of the Payment Order Appeal on the basis that the Administration Order gave the ADGM Court jurisdiction over claims against it and that such claims were to be determined in accordance with ADGM's insolvency regime.
32. On 15 February 2022, the Court of Appeal issued its decision on the Payment Order Appeal, dismissing the appeal and upholding the Payment Order. On 28 February 2022, NMCH registered an appeal to the Court of Cassation against the Court of Appeal's decision. As I have said, on 28 March 2022, the Court of Cassation ordered a stay of execution pending determination of the appeal.
33. I return to the proceedings brought by Noor to enforce the Payment Order. On 19 June 2020, NMCH challenged the attachment orders relating to the commercial licence and the bank accounts, and requested that any decision in the case be deferred in accordance with the Cabinet Resolution No 21M/8F. On 21 June 2020, the Execution Court stayed those execution procedures.
34. [Redacted]
35. On 14 March 2021, NMCH, relying upon the Administration Order, requested the Execution Court to stay execution procedures in respect of the Payment Order until the end of the Administration of NMCH. On 7 April 2021, Noor made further requests for attachments over NMCH's bank accounts with Emirates Islamic Bank and the Bank of Baroda: the Execution Court accepted the requests, but did not issue a letter of enquiry to the banks. On 18 May 2021, the Execution Judge acceded to the request of 14 March 2021, and gave instructions that enforcement against NMCH be stayed.
36. On 13 September 2021, Noor submitted an application that the execution procedures be resumed on the basis that the ADGM Court has no jurisdiction outside the Emirate of Abu Dhabi. On 6 January 2022, Noor made a further request to continue the execution procedures, apparently on the basis that, NMC Healthcare LLC being a different legal entity from NMCH, the Administration Order did not apply to it. On 7 January 2022, the Execution Judge re-opened the enforcement procedures in response to Noor's request. However, on 10 January 2022, NMCH made a request to the Execution Judge to reinstate the stay, observing that the decision to lift it was inconsistent with the decision of 18 May 2021, and that the Deputisation Letter covered, inter alia, NMCH. On 11 January 2022, in response to NMCH's request, the Execution Judge reinstated the stay on execution.
37. On 13 January 2022, Noor submitted another request to the Execution Judge, asking that the decision of 11 January 2022 be revoked and to re-open the execution procedures, apparently again arguing that the company registered as NMCH in the ADGM is a different legal entity from NMC Healthcare LLC, originally incorporated in Dubai. On 26 January 2022, the Execution Judge rejected that request, and on 4 February 2022 Noor filed an appeal against that decision.
38. On 22 February 2022, Noor requested the Execution Judge to issue a letter to the Abu Dhabi Courts, asking for documents submitted with the Deputisation Letter that showed that NMCH was not covered by the Administration Order, and that NMC Healthcare LLC was a different entity from NMCH. It appears from the information before me that the Judge has not made a decision on this request.
39. On 24 February 2022, Noor made the 24 February application, in which it again requested that the enforcement procedures be continued, relying on the decision of the Court of Appeal of 15 February 2022 upholding the Payment Order. The Execution Judge has not made a decision on the 24 February application. He called a meeting on 9 March 2022 to discuss developments

in the case, and according to Mr Al Osaiba, Noor's lawyers requested the Judge to revoke the decision to stay the execution procedures and to re-open them. At the meeting, the Execution Judge told the parties that he would request the Abu Dhabi Court to send a further copy of the Deputisation Letter.

40. According to Mr Al Osaiba, on 10 March 2022, Noor submitted a new request to the Execution Court, asking that it send a letter to the DED to provide the Execution Court with a copy of the memorandum of association and other documents in order to prosecute the execution procedures. According to the information available to me, no decision has been made on this request.
41. By a decision of 9 March 2022, the Dubai Court of Appeal rejected Noor's appeal in the Execution appeal against the decision of the Execution Judge of 26 January 2022, and upheld that decision. According to the translation of the judgment that is in evidence before me, the Court of Appeal was satisfied that the Deputisation Letter covered NMCH, and that NMCH "*is subject to restructuring procedures and two administrators were appointed therefore, and then all judicial procedures shall be legally suspended*".
42. By his witness statement of 14 March 2022, Mr Al Osaiba made further complaints that Noor had filed two further new applications to pursue execution of the Payment Order in Dubai.

Noor's response to the Order of 1 March 2022

43. NMCH complains, relying on evidence of Mr Al Osaiba, that Noor has failed to comply with the order of this Court of 1 March 2022 in that (i) it has continued with procedures before the Dubai Courts to execute the Payment Order, and (ii) it did not take steps to withdraw the 24 February application forthwith or before 5.00pm on 8 March 2022. Noor did not argue that it had complied with the order to withdraw the 24 February 2022, but the witness statements of Mr El Hassan of 14 March 2022 and Mr Al-Sharif of 15 March 2022 give an account of Noor's recent dealings with the Execution Court in answer to Mr Al Osaiba.
44. NMCH did not submit that I should refuse to hear representations on behalf of Noor because it had not complied with the order of 1 March 2022. Nor has NMCH brought proceedings against Noor for contempt of court, but has expressly reserved its right to do so. In these circumstances, I do not need to engage in this judgment with NMCH's complaints about Noor's non-compliance with the order and since NMCH's allegations might need to be considered and determined by the Court on a future occasion, I shall say nothing more about them.

The Court's Jurisdiction to grant the Injunction.

45. Article 13(7) of Abu Dhabi Law No. (4) of 2013, as amended by Abu Dhabi Law No. (12) of 2020, (the "**Amended Founding Law**") provides as follows:

"The Court of First Instance and [sic] 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 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;*
- c. *Any appeal against a decision or a procedure issued by any of the Global Market Authorities according to the Global Market Regulations;*

- d. *Any request, claim or dispute which the Global Market's Courts has the jurisdiction to consider under the Global Market Regulations;*
- e. *Any issues concerning the interpretation of any articles of the Global Market Regulations”.*
46. With regards to Article 13(7)(a) of the Amended Founding Law, “*Global Market Establishments*” is defined in Article 1 as follows: “*Company, Any branch, representative office, institution entity, or project registered or licensed to operate or conduct any activity within the Global market by any of the Global market Authorities according to the provisions of this law or the Global market regulations or the executive resolutions including the licensed financial Global market Establishments.*”. NMCH is therefore a Global Market Establishment. With regard to Article 13(7)(d) and Article 13(7)(e) of the Amended Founding Law, “*Global Market Regulations*” is defined in Article 1 to mean “*Any regulations or resolutions related to the Global market and issued by the Board of Directors*”. It therefore includes the IR, which the Board of Directors of the Abu Dhabi Global Market, in exercise of its powers under Article 6(1) of the Founding Law, enacted on 3 March 2015. NMCH submits that therefore its claim against Noor is covered by Articles 13(7)(a), 13(7)(d) and Article 13(7)(e) of the Amended Founding Law, *and possibly also by Article 13(7)(b), in that the DOCA might be characterised as a “transaction” entered into in the ADGM.*
47. In its skeleton argument for the hearing on 14 March 2022, Noor submitted that Article 13(7) should not be given so wide a meaning as to cover all cases involving an ADGM entity. It argued that Articles 7(1)(a) and 7(1)(b) should be read together, and the ADGM Court has jurisdiction under Article 7(1)(a) only if Article 7(1)(b) is also satisfied. Its argument was that, otherwise and were Article 13(7)(a) interpreted more widely, “*any ADGM company could rely on Article 13(7)(a) to defeat an exclusive jurisdiction clause in favour of a different jurisdiction*” and “*[s]uch an interpretation would run contrary to all established principles of international law*”. As Mr Blackburn acknowledged during the hearing, this submission overlooked Article 13(9) of the Amended Founding Law, which provides that, “*Notwithstanding the provisions of paragraph (7) of this Article, the parties may agree to refer their claims or disputes to arbitration, or, in relation to the issues specified in sub-paragraphs 7(a) and (b), may agree in their commercial contracts and transactions to submit to the jurisdiction of any other court other than the Global Market's Court of First Instance*”. In any case, I reject Noor's argument: the conditions set out in Articles 7(1)(a) to (e) are to be interpreted separately, and the ADGM Court has jurisdiction to consider and decide on a matter that satisfies any one of them.
48. It was also said by Noor that ADGM cannot assume jurisdiction under Article 13(7)(a) of the Amended Founding Law, since the Facility provided that any legal action or proceedings arising out of or in connection with it might be brought in “*the Courts of Abu Dhabi*”. In my judgment, this does not assist Noor. First, as a matter of interpretation of the Facility, I consider that the expression “*the Courts of Abu Dhabi*” includes the Courts of ADGM, which are Courts of the Emirate of Abu Dhabi. This view is consistent with the approach of the Courts of the Dubai International Financial Centre to the interpretation of such terms as “*courts of Dubai*”, for example in *Goel v Credit Suisse (Switzerland) Limited*, [2021] DIFC CA 002. Secondly, the ADGM Court is not asked to assume jurisdiction about an issue concerning the Facility: Noor has its judgment in Dubai by way of the Payment Order, and, as I shall explain, in Abu Dhabi it has had its proof of debt admitted, subject only to a set-off of US\$ 5 million, which it did not challenge. Thirdly, the effect under Article 13(9) of an agreement between the parties to the jurisdiction of another court is not that the Court is deprived of jurisdiction which it would otherwise have under Article 13(7), but that the Court may, and perhaps generally will, stay proceedings before it so as to give effect to the parties' agreement: the question whether the Court should stay proceedings or exercise its jurisdiction ultimately depends upon where the interests of justice lie: see *Donohue v Armco Inc and others*, [2001] UKHL 64, which I cited in *Fleming v Dubai Islamic Bank PJSC*, [2021] ADGMCFI 0006 at para 116.
49. I accept that NMCH's argument that this matter is covered by Article 13(7)(a) of the Amended Founding Law. I therefore do not need to consider whether it is also covered by other provisions of Article 13(7).

50. Under section 41(1) of the *ADGM Courts, Civil Evidence, Judgments, Enforcement and Judicial Appointments Regulations 2015*, this Court has power to make an interim or final order for “an injunction ... in all cases in which it appears to the Court to be just and convenient to do so.” At the hearing of 14 March 2022, Mr Smith submitted that there are two grounds on which it would be just and convenient to make the injunction that NMCH seeks: first, because it will protect the assets in the administration estate of NMCH; and secondly because, in seeking to take execution procedures against NMCH and its assets in the Courts of Dubai, it is acting in breach of the DOCA. (At the hearing on 1 March 2022, NMCH had also argued that the Court should grant an anti-suit injunction on the grounds that Noor’s conduct was vexatious and oppressive, but that submission was not pursued at the inter parties hearing.)
51. It is well-established that the court will sometimes grant injunctions in order to protect the assets in an insolvent estate: see Dicey, Morris and Collins, *The Conflict of Laws*, 15th Ed (2012), para 31.039: “*The courts will, in certain circumstances, restrain a creditor from taking proceedings abroad to recover a debt due to the bankrupt, in order to maintain an equal distribution of the assets among the creditors generally. They will grant an injunction to restrain a creditor resident in England from suing abroad; but they will not restrain a creditor resident abroad from suing abroad, unless he has claimed in the English bankruptcy. In all reported cases, the creditor restrained was either resident in England or had proved in the English bankruptcy*”. As with all injunctions of this kind, the fundamental principle, firmly established since the ruling of Leach V-C in *Bushby v Munday*, (1821) 5 Madd 297, 307, is that the court does not purport to interfere with any foreign court, but may act personally on a defendant by restraining him from commencing or continuing proceedings on a foreign court where the ends of justice require.
52. The principles were considered in the context of a corporate liquidation in the judgment of Lords Sumption and Toulson in the Privy Council in *Stichting Shell Penioenfonds v Krys*, [2014] UKPC 41. It establishes that, when making an order of this kind, the court acts “*not in the interest of any particular creditor or member, but in that of the general body of creditors and members*”, and to promote “*the broader public interest in the ability of a court exercising insolvency jurisdiction in the place of the company’s incorporation to conduct an orderly winding up of its affairs on a world-wide basis, notwithstanding the territorial limits of its jurisdiction*” (at para 24). It is explained (at para 42) that the question whether the creditor should be restrained from pursuing proceedings in another court does not turn upon the relative convenience or appropriateness of litigation in the different jurisdictions, but on which court is in a position to determine priorities between creditors generally and whether one creditor should be allowed to invoke the jurisdiction of another court in order to obtain an unjustified propriety in violation of the statutory scheme for distribution of assets of the insolvent debtor
53. Lords Sumption and Toulson also explained that the basis for the jurisdiction is not vexatious or oppressive conduct on the part of the creditor. In this case, Noor submits that it has done nothing that could properly be regarded as vexatious or oppressive in obtaining the Payment Order in the Courts of Dubai and seeking to enforce it, and that its conduct has not been unconscionable. It has simply obtained a judgment debt, and indeed did so before NMCH became registered in the ADGM and before it went into administration. I accept that submission, but it provides no answer to NMCH’s claim.
54. The *Stichting Shell* concerned a pre-judgment attachment over the assets of a company in liquidation. The same principles apply where an insolvent company is subject to an administration order, as was established in the decision in the English Court of Appeal of *Bloom v Harms Offshore AHT “Taurus” GmbH & Co*, [2009] EWCA (Civ) 632, in which Stanley Burnton LJ said that the jurisdiction is not “*confined to the protection of assets of a company that is being wound up*” and is “*available to protect the assets of a company in administration. I do not accept that the protection of the assets of a company in administration is to be regarded by the court as differing in substance from the protection of the assets of a company in compulsory liquidation*” (at para 22).
55. I am also satisfied that Mr Smith’s alternative argument, that Noor is acting in breach of the DOCA, would, if made out on the facts, provide a proper basis for granting the injunction that NMCH seeks. Under section 76(1) of IR, the terms of the DOCA are binding on all creditors.

The position is clearly explained in *DSC Holdings Australia Pty Ltd v Helenic Pty Ltd*, (2014) 307 ALR 143, by Leeming JA who was considering the comparable position under the Corporations Act, 2001: “A resolution in favour of a deed of company arrangement resembles a creditors’ scheme of arrangement, in that all creditors - even those voting against it - are bound. ... the mere carriage of a resolution has legal effect, subject to successful application being made to a court to set it aside. Upon the resolution being carried, the administrator is required to bring into existence and execute a deed ... which binds all creditors, even those voting against it ..., who may not act inconsistently with the deed even before it is executed ...” (at para 73). In some ways, the position of the creditor, whether or not it votes for the DOCA, is comparable to that of a contracting party, and in my judgment, the creditor’s obligation to comply with the terms of the DOCA may be enforced by injunctive relief, just as contractual obligations will be restrained by injunctive relief on as a breach of contract may be restrained: see Snell’s Equity 34th Ed (2019) at para 18-035, “A party to a contract has a right to its performance and not merely to compensation for breach, and hence an injunction will be granted to restrain breaches of negative contracts, almost as of right”, citing *Doherty v Allman*, (1878) 3 App Case 709, 720 per Lord Cairns LC.

The Court's Jurisdiction over Noor

56. As is reflected in the paragraph of Dicey, Morris and Collins that I have cited, the jurisdiction to make an order of this kind depends on the Court having personal jurisdiction over the creditor whom it is asked to restrain. This necessarily follows from the fact that it is acting in personam, against the creditor: see the *Stichting Shell* case at para 27. The personal jurisdiction can be established by the presence of the creditor in the jurisdiction or by the creditor accepting the jurisdiction of the Court by submitting a proof in the administration or other insolvency procedures supervised by the Court. As was explained by Gloster LJ in the decision of the English Court of Appeal in *Erste Group Bank AG v JSC "VMZ Red October"*, [2015] EWCA 379, at para 51, “The English law principle ... is that a foreign creditor submits to the jurisdiction of the court supervising a company’s insolvency by proving in that insolvency. That, by itself, is sufficient without more (and irrespective of whether the proof has been accepted or a dividend has been received) to require the creditor to have all questions, of whatever kind, as against the debtor resolved in the insolvency as administered by the court of the jurisdiction of that insolvency”.
57. Further, as Mr Smith submitted, two corollaries of this principle, both stated in the *Stichting Shell* case (cit sup) at paras 31 and 32, are these:
- a. The creditor submits to the jurisdiction of the court of the insolvency from the time when it submits a proof.
 - b. Submission to the jurisdiction of the court of the insolvency constitutes submission to any order of the court in connection with the insolvency procedure, including orders for injunctive relief.
58. In this case, Noor submitted a proof in the administration of NMCH on 13 October 2020 in the sum of AED 567,235,867, the equivalent of some US\$ 154,454,964, and thereby submitted to the jurisdiction of the ADGM Court.
59. I mention for completeness that on 1 November 2021, Mr Fleming and Mr Cairns, in their capacity as Joint Administrators of the NMCH DOCA, rejected the proof as to US\$ 5,000,000 on the basis of a set-off against the claim, and accepted it in the sum of US\$ 149,454,964. On 15 November 2021, Noor wrote to the Joint Administrators that it agreed and approved the rejected claim of US\$ 5 million “provided that [NMCH] will pay the admitted claim amount of USD 149,454,964 within 30 days with effect from the date hereof”. The condition that Noor sought to impose was not accepted by the Joint Administrators, but Noor did not appeal against part of its claim being rejected, and the time for appealing has now elapsed under the terms of the DOCA. On 22 November 2021, the Joint Administrators notified Noor that they intended to pursue an offensive claim against Noor, on the basis of a fraud for which Noor was liable. None

of this history affects the position with regards to the Court's jurisdiction over Noor, which is established by the submission of the proof of debt in itself.

60. I therefore conclude that the Court has jurisdiction to make the injunction that NMCH claims, subject to Noor's arguments to which I now come.

The jurisdiction of Dubai Courts over the enforcement issues

61. Noor submits that the Courts of Dubai have jurisdiction over the Payment Order claim and enforcement of Noor's judgment on it. Mr Alzaabel referred to Articles 31(1) and 31(3) of the UAE Civil Procedure Law, which provide: "*The court in which area the defendant's residence exists, should have the jurisdiction unless the law stipulates otherwise, in case he had not a residence in the state, the jurisdiction should be given to the court in which area his residence or his workplace exists*"; and "*The jurisdiction should be in the commercial matters of the court in which circuit the prosecuted residence exists or be given to the court in which circuit the agreement has been concluded, totally or partially executed or to the court in which circuit the agreement should be executed*". Noor also relied on Article 63(1) of the Regulations of the Civil Procedure Law, which states that the "*creditor shall first of all instruct the debtor to pay the debt within a period of five days at least, and then obtain a payment order from the judge of the court in which the debtor's residence is located, or for the court within which jurisdiction the agreement was made, in whole or in part, or the agreement shall be fulfilled within the jurisdiction...*".
62. I accept this submission. When Noor brought its claim for the Payment Order on 8 April 2020, NMCH was incorporated in Dubai, and the claim was properly brought in the Courts of Dubai. Moreover, it in no way detracts from or limits the jurisdiction of the Courts of Dubai that Noor has submitted to the administration jurisdiction of the ADGM Court by submitting a proof of debt in the administration. The Courts' jurisdiction cannot be waived: see the judgment of the *Federal Supreme Court in Civil Cassation No 113 of 2016, session of 11 April 2016*.
63. Noor also argued that NMCH has invoked and submitted to the jurisdiction of the Courts of Dubai, and that it cannot now reject or dispute it. First, it participated in and invoked the procedures of the Dubai courts by appealing to the Court of Appeal against the Payment Order, and applying for a stay of execution pending the Appeal; and on and after 19 June 2020, it challenged the attempts of Noor to enforce the Payment Order. Secondly, it requested the Abu Dhabi Courts to issue the Deputisation Letter to have the Administration Order enforced in Dubai through the Dubai Courts.
64. NMCH denies that it has submitted to the jurisdiction of the Dubai Courts. Mr Al Osaiba gave evidence that it has always challenged the jurisdiction, and, after it entered into administration on 27 September 2020, it challenged the jurisdiction on the basis of article 35 of the Civil Procedure Code, which provides that, "*The actions concerning commercial bankruptcy fall under the jurisdiction of the court in whose circuit is located the bankrupt business concern, and in the case of numerous branches the court of the branch which was used as a headquarter for its commercial activities shall have jurisdiction..... As for the actions arising out of bankruptcy, they should be instituted before the court which declared the bankruptcy*".
65. I do not need to consider whether NMCH submitted to the jurisdiction of the Courts of Dubai in any respect or for any purpose, and, if so, in what respect and for what purpose, because these questions are irrelevant to NMCH's claim for an injunction. NMCH does not dispute that the Dubai Courts have jurisdiction over the Payment Order claim, and it is no part of its claim that the Dubai Courts have exercised jurisdiction over a claim that is not properly before it.
66. A claim for an anti-suit injunction is not debarred by an application to the foreign court to challenge proceedings there. I see no reason of principle that it should do so, and the authorities show that it does not. In the case of *Bloom v Harms Offshore AHT "Taurus" GmbH & Co KG*, (loc cit), the administrators sought to overturn the attachments in New York, and indeed Stanley Burnton LJ, in upholding the claim for injunctive relief, said that he considered the bankruptcy

judge in New York would be assisted by being made aware of the views of the English Court. In the *Stichting Shell* case too, the application for an injunction followed failed changes to the attachments in the District Court of Amsterdam. Thus, the approach of the courts in cases of insolvency and injunctions to protect the insolvency process reflects that to anti-suit injunctions generally: see, for example, *Riverrock Securities Ltd v International Bank of St Petersburg (JSC)*, [2020] EWHC 2483, citing *Ecobank Transnational Inc v Tanoh*, [2015] EWCA Civ 1309: “It is ... clear that a failed attempt to stay the foreign proceedings does not of itself preclude an application to the English court for an [anti-suit injunction] ...” (at para 30).

Noor’s Submission about the UAE Constitution

67. Noor submits that any issues involving a conflict of laws between the Courts of two Emirates in the UAE are to be determined by the Federal Supreme Court of the UAE, and not by decisions of local juridical authorities of any Emirate. Accordingly, it observes, there is no precedent for a court in the UAE to make an anti-suit injunction to prohibit proceedings, whether by way of a claim or to enforce a judgment, in the courts of another Emirate. Anti-suit injunctions have been made by Courts of the DIFC (see *Emirates NBD Bank PJSC v KBBO CPG Investment LLC*, CFI 045/2020, *Ludhyan v Lucina*, [2020] DIFC Arb 27) but, as Ms Blackburn observed, the orders in those cases prohibited proceedings in the Courts of Dubai, and therefore proceedings within the same Emirate. On the other hand, I was referred to no case in which a Court of the UAE refused an anti-suit injunction prohibiting proceedings in another Emirate on the basis of Noor’s argument, and Noor cited no judicial authority in support of its proposition.
68. Noor’s argument has two strands. First, it submits that the only procedure available to NMCH to challenge the jurisdiction of the Dubai Courts to determine whether Noor can enforce the Payment Order over NMCH’s assets is to apply to the Federal Supreme Court. Here, it refers to Article 99 of the Constitution, which provides that, “*The Supreme Court of the Union shall be competent to render judgment in the following matters: - ... (8) Conflict of jurisdiction between the judicial authority in one Emirate and the judicial authority in another Emirate, and the classification of the principles relating thereto in a Union law*”.
69. Secondly, Noor submits that the ADGM Courts have no authority to make an anti-enforcement injunction to prohibit enforcement proceedings in Dubai because it would violate Articles 3 and 104 of the Constitution to do so. Article 3 provides that, “*The member Emirates shall exercise sovereignty over their own territories and territorial waters in all matters not within the jurisdiction of the Union as assigned in this Constitution*”. Article 104 of the Constitution provides that, “*The local judicial authorities in each Emirate shall have jurisdiction in all judicial matters not assigned to the Union judicature in accordance with this Constitution*”. With regards to the position of free zones, such as ADGM, Noor relied on Cabinet Resolution No 28 of 2007, whereby it was provided that, “*Companies and establishments wishing to carry on their activity outside the financial free zones and in the State shall be governed by the federal laws applicable to the State including the civil and commercial federal laws and the resolutions enforcing the same and the procedures followed in that respect*”.
70. Thus, while Ms Blackburn did not dispute that the ADFM Court has jurisdiction to make anti-suit orders to restrain proceedings in a foreign court or in another Court in Abu Dhabi, she submitted that it has no power to make an anti-suit injunction in respect of proceedings in the Courts of another Emirate.
71. The first strand of Noor’s argument raises a question about whether any “[c]onflict of jurisdiction” has arisen between the Courts of Dubai and this Court. Noor submits that there is a conflict between the Administration Order and the decision of the Court of Appeal of 15 February 2022. I must therefore consider what exactly the Court of Appeal decided. (There are in evidence before me two translations of the Court of Appeal’s judgment: my citations below are from the translation exhibited by Mr Al Osaiba to his witness statement of 26 February 2022. Neither Mr Smith nor Ms Blackburn suggested that the translation exhibited by Mr El Hassan to his statement of 10 March 2022 is materially different.)

72. The Court of Appeal had before it an appeal against the Payment Order made on 6 May 2020. The Court of Appeal's judgment refers to these arguments presented by NMCH in support of its appeal:
- a. First, it was said that the Courts of Dubai lacked jurisdiction to make the Payment Order because the Facility was concluded in Abu Dhabi and because of the jurisdiction clause in the Facility. Furthermore, it was said that Noor had brought proceedings in Abu Dhabi before it brought the Payment Order claim in Dubai.
 - b. Secondly, NMCH argued that the Facility was entered into and implemented in bad faith and unlawfully.
 - c. Thirdly, NMCH argued that conditions for issuing a payment order were not met, including that the debt was to be established in writing and of a specified amount, and that it was due and payable.
 - d. Fourthly, it was said that the order was made against a party with no capacity.

The Judgment records also that NMCH, in its notice of appeal, sought a stay of execution on the Payment Order pending determination of the appeal against it.

73. Mr Al Osaiba gave evidence in his witness statement of 26 February 2022 that, at some stage during the appeal proceedings, *"NMCH added a further jurisdiction challenge to the Payment Order Appeal on the basis that as it had entered bankruptcy proceedings in the ADGM, the ADGM Court now had jurisdiction over claims against it so that all creditor claims could be determined in accordance with the ADGM insolvency regime"*.
74. Having considered the grounds of appeal, and also an appeal by Dr Shetty, the Court of Appeal said that its decision to dismiss the appeal was not affected by what was said by NMCH about enforcement of the Administration Order, which stipulates that *"it is not permissible to file lawsuits against [NMCH] or take any legal action unless getting approval of the Administrators or by getting a decision from the Abu Dhabi Global Market Court"*. The Court of Appeal said that there were two reasons that the Administration Order was *"invalid"* against Noor: (i) first, Noor filed its claim for the Payment Order before the Administration Order was made; and (ii) secondly, while the Administration Order states a requirement for the approval of the Joint Administrators for proceedings, they had not been appointed when the claim for the Payment Order was brought.
75. The judgment then continued, according to the translation put in evidence by Mr Osaiba, as follows: *"In addition, the administrators have no objection to continue with the present lawsuit, and the judgment appointing them as administrators gave them the right to authorize them to agree to continue the cases. This indicates that their request to stay the present lawsuit in compliance with the administration decision is intransigent in using the right granted to them by the court"*. The translation put in evidence by Mr El Hassan uses the word *"arbitrary"*, which probably conveys the meaning better than *"intransigent"*. While this is not entirely clear from the translations available to me, it seems to me likely that this part of the judgment is directed to the additional challenge referred to in Mr Al Osaiba's witness statement, and so is rejecting the argument that the Court of Appeal should not decide the appeal against the Payment Order on the grounds of the Administration Order.
76. The question before the Court of Appeal, and which it decided, was whether Noor was entitled to judgment on its claim, and it upheld the Payment Order of 6 May 2020 that decided that Noor was so entitled. I am not persuaded by Noor's argument that the Court of Appeal was concerned in this judgment with the execution or enforcement of the Payment Order, or that it decided that the Administration Order gave no grounds to stay execution or enforcement procedures against NMCH's assets. Otherwise, the decision of the Court of Appeal of 15 February 2022 would be inconsistent with that of the Court of Appeal of 9 March 2022, which was directly concerned with whether enforcement should be stayed because of the Administration Order. There is no

need to give the judgment of 15 February 2022 an inconsistent interpretation, and I decline to do so.

77. This answers Noor's argument that there is a "*conflict of jurisdiction*" so as to engage Article 99(8) of the Constitution between this Court and the Dubai Court of Appeal by reason of the relevant requirements of the Administration Order and the decision of the Court of Appeal of 15 February 2022. NMCH has another answer to Noor's argument: that the relief that it seeks is nothing to do with resolving a conflict between the jurisdictions of Courts in different Emirates. It has, as I have said, always been recognised that relief by way of an anti-suit injunction is not concerned with the jurisdiction of the foreign court, and involves no challenge to it. So here, NMCH does not question the jurisdiction of the Dubai Courts to determine the issues that Noor would have it determine. NMCH seeks relief against Noor itself, to restrain it from invoking the jurisdiction of the Dubai Courts on the basis that it has voluntarily chosen to submit a proof in the administration and so to accept the requirements of the administration procedure and hence the DOCA. As I said in my judgment in *NMC Healthcare Ltd v Dubai Islamic Bank PJSC*, [2021] ADGMCFI 0006 at para 115, in which I considered an application for a stay on the basis of a jurisdiction clause, "*the basis for such a stay is not in order to avoid inconsistent decisions, but that (irrespective of whether there are proceedings in another court) the claimant should be restrained from flouting his agreement not to bring proceedings here*". So too in this case, having chosen to submit to the insolvency proceedings, NMCH is seeking to restrain Noor from flouting them. As Lord Collins said in *Rubin v Eurofinance SA*, [2012] UKSC 46, in these circumstances Noor "*should not be allowed to benefit from the insolvency proceeding without the burden of complying with the orders made in that proceeding*".
78. This also answers the second strand of Noor's argument. NMCH is not inviting the Court to act exorbitantly and impose its law in the territory of another Emirate. The jurisdiction explained in the *Bloom* case and in the *Stichting Shell* case does not suppose that the moratorium under a court-supervised insolvency regime has extra-territorial effect: in the *Bloom* case, Stanley Burnton LJ expressly recognised this: loc cit at para 22, and see the judgment of Lords Sumption and Toulson in the *Stichting Shell* case at para 24. NMCH seeks an injunction against Noor personally, and does so on the basis of its submission to the insolvency procedure.
79. I add that I do not consider that Cabinet Resolution No 28 of 2007 is relevant to anything that I have to decide: it is not concerned with the jurisdiction of this Court or the Courts of Dubai, but concerns the law that governs when free zones entities undertake activities outside the free zones.
80. Mr Al Osaiba gave evidence that NMCH has other answers to Noor's argument, but I do not need to engage with them.

Noor's arguments that NMCH's conduct bars it from seeking injunction

81. Noor argued that NMCH's conduct debars it from equitable relief (i) because it delayed in applying for the injunction; (ii) on the basis that equitable relief is available only to applicants who are themselves free from wrongdoing, so as to have "*clean hands*"; and (iii) because, when NMCH obtained ex parte relief, it was in breach of its duty to make full and frank disclosure. I reject each of those arguments.
82. First, delay: Ms Blackburn submitted in her skeleton argument that NMCH could have applied for an injunction to restrain Noor from enforcing the Payment Order from the time that the Administration Order was made. In her oral argument, she submitted that it could have done so after 17 October 2020, when Noor submitted its proof of debt. Whichever date is preferred, Noor's argument is that NMCH is not entitled to restrain Noor now, after Noor has spent time and costs in pursuing enforcement proceedings in the Dubai Courts.
83. The first answer to Noor's contention is that NMCH's claim is based, at least in part, on the terms of the DOCA, and its argument that Noor is bound by its terms. That claim could not be made before the creditors voted in favour of the proposed NMCH DOCA on 1 September 2021.

84. However, that might be, it is well established that, in some circumstances, delay will be fatal to an anti-suit injunction: for example, in *Ecobank Transnational Inc v Tanoh*, [2015] EWCA Civ 1309, it was said by Christopher Clarke LJ that, "[a]n injunction is an equitable remedy. Before granting it the court must consider whether it is appropriate to do so having regard to all relevant considerations, which will include the extent to which the respondent has incurred expense prior to any application being made, the interests of third parties, including, in particular, the foreign court, and the effect of making such an order in relation to what has happened before it was made" (at para 122). Thus "...the longer an action continues without any attempt to restrain it the less likely a court is to grant an injunction and considerations of comity have greater force" (at para 133).
85. The complaint of delay might have great force if NMCH sought to restrain the proceedings on the claim for the Payment Order itself, in contradistinction to its enforcement. In the circumstances of this case and with regard to a claim for an anti-enforcement injunction, however, I consider that NMCH cannot realistically be criticised for delay, and I am not persuaded that it is a reason to refuse injunctive relief. The proceedings were prompted by Noor's application of 24 February 2022, made in reliance on the decision of the Court of Appeal of 15 February 2022. Before 24 February 2022, NMCH had taken effective steps in Dubai to resist enforcement and to protect its assets for the benefit to the body of its creditors as a whole, and, apart from the short period between 7 and 10 January 2022, the enforcement steps taken by Noor were stayed. Had NMCH brought these proceedings earlier, it might well have faced an argument that they were unnecessary and premature. Certainly, its decision not to bring them sooner was not unreasonable.
86. In support of Noor's argument based on the maxim that he who comes to equity must come with clean hands, Ms Blackburn complained that NMCH argued on the appeal against the Payment Order that Noor behaved fraudulently, and the Court of Appeal had already rejected that argument. She submitted that it would be "*entirely contrary to the interests of justice for the ADGM court finally to facilitate for [NMCH] that which it has failed to achieve (or partially achieved through delay) through the use of slanderous and unsubstantiated assertions in the Courts of Dubai*". Despite the vigour of the submission, I am quite unable to accept that it constitutes wrongdoing or iniquity that engages the "*clean hands*" doctrine that the applicant for equitable relief has made allegations of fraud against the respondent which have not been upheld.
87. An applicant for ex parte relief is under a duty to make "*a full and fair disclosure of all the material facts*:" see *Rex v. Kensington Income Tax Commissioners, Ex parte Princess Edmond de Polignac*, [1917] 1 K.B. 486, 514, per Scrutton LJ. The Court is entitled to rely on the applicant "*to present the evidence and argument in a way which is not merely designed to promote its own interests, but in a fair and even-handed manner, drawing attention to evidence and arguments which it can reasonably anticipate the absent party would wish to make*": *Fundo Soberano de Angola and ors v Dos Santos*, [2018] EWHC 2199 (Comm) per Popplewell J at para 51. Noor submitted that, when applying for ex parte relief on 1 March 2022, NMCH failed to make proper disclosure in numerous respects, and that therefore the order of 1 March 2022 should be discharged and not renewed.
88. First, Ms Blackburn complained in her skeleton argument that NMCH wrongly relied on article 13(6)(a) of the Founding Law, but she abandoned that argument in view of article 13(9). There was no failure to make disclosure in this regard.
89. Secondly, it was said that NMCH did not refer to Cabinet Resolution No 28 of 2007. As I have said, I do not consider that the Resolution is relevant to NMCH's claim or any defence to it. I reject Noor's complaint.
90. Next, it is said that NMCH failed to acknowledge that inter-Emirate conflict of law disputes are to be determined by the Federal Supreme Court and not local judicial authorities, and that, while NMCH relied on DIFC cases about anti-suit injunctions, those authorities do not answer this point. I have explained that I reject Noor's contention that this case involves a conflict of laws

issue between the Courts of different Emirates, and therefore I reject this complaint of non-disclosure.

91. Fourthly, complaint is made that, when presenting the ex parte application, that NMCH relied on the *Stichting Shell* case without pointing out how it might be distinguished. NMCH relied on the authority for the principles that it laid down. It was quite unnecessary to point out to the Court that, for example, it did not concern questions about the jurisdictions of different courts in a single federal system, or that it concerned a pre-judgment attachment. I do not consider that NMCH's presentation of the authority was misleading or materially incomplete.
92. Fifthly, Ms Blackburn submitted that NMCH did not adequately deal with its delay in making the application when it applied for ex parte relief. I disagree: Mr Smith's skeleton argument stated that NMCH had not delayed in making the application after the decision of the Court of Appeal's decision of 15 February 2022: this drew to the Court's attention the potential defence of delay and invited consideration of whether NMCH should have applied before the Court of Appeal's decision.
93. Noor's final complaint about NMCH's disclosure was that it did not tell the Court that there is no memorandum of understanding on enforcement of judgments between ADGM Courts and Dubai Courts, and therefore judgments cannot be directly enforced in Dubai. NMCH was entitled to assume that Judges of the ADGM Courts know what memoranda of understanding have been concluded by the Court.
94. I reject all of Noor's complaints about the disclosure made on the ex parte application.

The Court's discretion whether to exercise its discretion to grant an injunction

95. I therefore conclude that this Court has power to grant an "*anti-execution*" order, an injunction to prohibit Noor from taking execution proceedings in Dubai to enforce the Payment Order. However, the Courts do not readily make anti-execution orders: if the Court has not intervened to prevent foreign proceedings being brought and pursued to judgment, it rarely intervenes at a later stage to prevent enforcement of a foreign judgment. As Lawrence Collins LJ said in *Masri v Consolidated Contractors International Co SAL*, [2008] EWCA Civ 625, "*it is plainly a very serious matter for the English court to grant an injunction to restrain enforcement in a foreign country of a judgment of a court of that country*" (at para 933). It is certainly no less serious for the ADGM Court to do so in respect of enforcement in another Emirate of a judgment of a court of that Emirate. There is power to do so, but the Court will give careful consideration to the demands of comity, and generally it will require exceptional circumstances to exercise the power.
96. Where, however, the Court is concerned with an application for an injunction to prevent execution in foreign proceedings against assets of an insolvent person which are the subject of an insolvency procedure supervised by the Court, different considerations come into play.
 - a. First, the purpose of the application being to protect the assets so as to achieve an orderly and equitable distribution between the body of creditors, there is a public policy reason for the supervising court to intervene when those assets are under threat of execution, even though the applicant did not apply to prohibit the foreign court from determining the claim against the insolvent person, or, if it did, the court declined to intervene.
 - b. Secondly, the supervising court is not concerned only with the differences between the insolvent person and the respondent to an injunction application, but has a more direct interest that the foreign court the position of the overall body of creditors: while considerations of comity are still important, they are tempered in that the supervising court is the only forum that can adjudicate on priorities between creditors.

- c. Thirdly, the supervising court is best placed to assess the risk to the purpose of the insolvency process if one creditor is allowed by the supervising court to execute against the assets of the insolvent person.
- d. Moreover, as Stanley Burnton LJ observed in the *Bloom* case (cit sup) at para 30, sometimes the foreign court will be assisted by being made aware of the views of the supervising court: it is not to be assumed that an anti-enforcement order will be seen as an unwelcome invasion of the jurisdiction of the foreign court, and certainly it is not intended to be so.

Accordingly, while the Court will still be restrained in granting an anti-enforcement order to protect an insolvency process, these considerations can properly lead it to exercise its discretion to do so.

- 97. Three other considerations, to my mind, lent considerable support to NMCH's case that this Court should make an anti-enforcement order. First, Mr East explained in his first witness statement that, if this Court did not restrain Noor, there was a risk that it will "*provoke[e] or encourage[e] copy-cat attempts at unjustified execution by other creditors properly bound by the terms of the DOCAs. The risk of contagion is one that risks undermining the integrity of the DOCAs and the administration ...*". Noor did not dispute this, nor did its submissions engage with this point. It appears to me a cogent point, and again it is one which this Court, as the supervising Court of the administration process, is well placed to assess.
- 98. Secondly, when decisions about a stay were pending before the Courts of Dubai, then, as in the *Bloom* case, it might have assisted them to be aware of the view of this Court that Noor's attempts to enforce the Payment Order defy the insolvency regime to which it submitted and the DOCA that is binding upon it. This was not only because this Court is the forum where priorities between creditors are to be resolved. It was also because this Court is best placed to assess the risk that Noor's attempts present to the Joint Administrators' plans to achieve the best possible outcome for the creditors as a body.
- 99. Thirdly, Noor is bound by the terms of the DOCA, and the terms thereof that the DOCA is governed by the law of the ADGM, that the Court of the ADGM should have exclusive jurisdiction over any dispute that arises in connection with the DOCA, and the agreement that the Court of the ADGM is the most appropriate and convenient court to settle any such dispute. This is such a dispute, and Noor could not properly complain if the Court with exclusive jurisdiction prohibits it from contravening the terms of the DOCA.
- 100. Further, if Noor acts in breach of its obligations under the insolvency regime and the DOCA, damages will not be an adequate remedy.
- 101. It was clear from the history of the proceedings in Dubai that, unless restrained, Noor would vigorously pursue its efforts to enforce the Payment Order. This is confirmed by Mr El Hassan's evidence in these proceedings: in his witness statement of 7 March 2022, he stated that "*Noor ... is well within its rights to continue pursuing its pre-existing attachments of [NMCH's] funds and assets*". It is also consistent with Noor's response to the order of 1 March 2022 in that it did not withdraw the 24 February application as ordered, and further, regardless of whether Noor has otherwise acted in breach of the order of 1 March 2022 in taking enforcement steps in Dubai, its recent engagement with the Dubai Courts shows that it intends to pursue enforcement proceedings if it is free to do so.
- 102. In view of these considerations, I consider that, when it applied for relief, NMCH was entitled to the protection of this Court, and did not have to rely wholly on its efforts to obtain protection from the Dubai Courts. I conclude that this would have been a proper case for an anti-suit injunction, subject to the question whether, in view of the recent decisions in Dubai, it is any longer reasonably required. The corollary is that, in my judgment, the order of 1 March 2022 was properly made.

The need for an injunction in view of the decisions of the Dubai Courts

103. What is the impact on this conclusion of the decisions of the Dubai Court of Appeal of 9 March 2022 and the Court of Cassation of 28 March 2022? In its submissions at the hearing (that is to say, after the Court of Appeal decision, but before the Court of Cassation decision), NMCH submitted that there was no conflict between the Court of Appeal decisions of 15 February 2022 and 9 March 2022, but that nevertheless and notwithstanding the latter decision, unless and until the decision of 15 February 2022 was overturned, it “*create[d] a risk of renewed enforcement proceedings by Noor*”, in particular because the decision of 9 March 2022 “*did not deal with the ... argument which formed the basis of the [decision of 15 February 2022], namely, that the administration does not apply to Noor ... because it commenced its enforcement efforts before the administration order was made*”.
104. In its skeleton argument for the hearing, Noor did not acknowledge that, in the judgment of 9 March 2022, the Court of Appeal recognised the Administration Order. It referred to Mr Al Osaiba’s evidence that the Dubai Courts had recognised it, including that in its judgment of 9 March 2022 the Court of Appeal had been willing to enforce it, and continued (emphasis added): “*If that is correct, it only proves that there are three conflicting judgments, rather than two (the Dubai Court of Appeal judgment, the Dubai Court of Appeal Execution Court judgment; and the Administration Order), which must be resolved by way of an application to the Federal Supreme Court*”.
105. As I have said, on 16 March 2022, after the hearing was adjourned on 14 March 2022 and before it resumed on 17 March 2022, Noor served a further witness statement of Mr El Hassan. In it, he referred to the decision of the Court of Appeal of 9 March 2022, and observed that it was not a decision “*in relation to the substantive claim*”. He said that, on 15 February 2022, the Court of Appeal had found that the Administration Order “*should not be enforced*” against Noor, and concluded as follows: “*For the sake of clarity, after the outcome of a successful appeal in the Court of Cassation, Noor... would be able to re-apply to the Execution judge to re-start execution proceedings against NMCH*”. At the hearing on 17 March 2022, Ms Blackburn confirmed that Noor intended to appeal against the order of 9 March 2022.
106. I come to the parties’ submissions about the decision of the Court of Cassation. NMCH described it as a “*material post-hearing development*”, and said that it should mitigate the risk of execution in Dubai pending the decision of the Cassation Claim. Accordingly, it did not “*now press for a final injunction*”, but said that nevertheless an anti-suit injunction might be needed in the future, if it should fail in its Cassation Claim or if Noor did not abide by the stay ordered by the Court of Cassation. NMCH also submitted that I should hold that the order of 1 March 2022 was correctly made, and that it should be released from its cross-undertaking in damages.
107. Noor submitted that, since NMCH had “*withdrawn its application*”, it should pay Noor’s costs in full. It argued that there had been no material development since the hearing started on 14 March 2022, since enforcement proceedings in Dubai were already stayed by the Court of Appeal judgment of 9 March 2022, but nevertheless NMCH had persisted in its claim for an injunction; and that NMCH had now resiled from its contention that, unless and until the Payment Order was “*overturned*”, this Court should restrain Noor with an anti-suit injunction. It also submitted that NMCH’s position that an anti-suit injunction might be needed in the future is inconsistent with its case that the stay ordered by the Court of Cassation should mitigate the risk of enforcement in Dubai.
108. I do not accept Noor’s arguments. First, NMCH has not withdrawn its claim for an injunction. The procedure for withdrawing or discontinuing a claim is set out in Rule 170 of the ADGM Court Procedure Rules, and NMCH has not filed a notice of discontinuance as provided for in that rule. NMCH’s position is that it does not “*press*” for an injunction in the present circumstances, but might need to do so in the future. Secondly, I see no inconsistency in NMCH’s case that the risk of enforcement is reduced (or mitigated), but that there is still some risk that an injunction might be justified in light of future developments. I accept NMCH’s contention about this: it is impossible to predict with any confidence how the litigation in Dubai is likely to develop. In my judgment, the appropriate course in these circumstances is to order

a stay of these proceedings, with liberty to both parties to apply for it to be lifted in light of developments in Dubai (and generally).

109. Noor submitted that the Court should lift the interim injunction, but there is no need for the Court to do so: under its terms, the injunction ceases on delivery of this judgment.
110. Noor's position on the cross-undertaking in damages is this: that the "*award of such damages would be dependent on whether the Court finds that the interim order should not have been granted – a determination that has yet to be made*". I have now determined that the order of 1 March 2022 was properly made, and therefore there is no basis for maintaining the cross-undertaking in respect of the period between 1 March 2022 and the return date. I invite further submissions about whether I should maintain the cross-undertaking in respect of the period between 14 March 2022 and the delivery of this judgment.
111. Accordingly, when I have dealt with matters consequential on and ancillary to this judgment, including costs and the remaining question about the cross-undertaking, I shall stay these proceedings, with liberty to the parties to apply to lift the stay.



Issued by:

Linda Fitz-Alan
Registrar, ADGM Courts
4 April 2022

SCHEDULE 1
THE APPLICANTS/ COMPANIES

No.	Applicant	ADGM Registration No.	ADGM Registered Address
1.	Al Zahra Pvt. Hospital Company LTD (formerly known as Al Zahra Pvt. Hospital Company Limited, with license no. 16506)	000004237	DD #16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
2.	Bait Al Shifaa Pharmacy LTD , including its branch Bait Al Shifaa Pharmacy LLC Dubai Branch- Jafza, with commercial license no. 164999 (formerly known as Bait Al Shifaa Pharmacy (L L C), with license no. 224351)	000004236	DD #16 - 109 - 018, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
3.	Eve Fertility Center LTD (formerly known as Eve Fertility Center L.L.C, with license no. 539107)	000004206	DD #16 - 109 - 031, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
4.	Fakih IVF Fertility Center LTD , including its branches Fakih IVF Fertility Center LLC – Branch 3, with license no. CN-1360709-3, and Fakih IVF Fertility Center LLC – Branch 4 with license no. CN-1360709-4 (formerly known as Fakih IVF Fertility Center L.L.C., with license no. CN-1360709)	000004224	DD #16 - 109 - 015, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
5.	Fakih IVF LTD (formerly known as Fakih IVF L.L.C, with license no. 666849)	000004220	DD #16 - 109 - 014, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
6.	Grand Hamad Pharmacy LTD (formerly known as Grand Hamad Pharmacy LLC, with license no. 607766)	000004238	DD #16 - 109 - 034, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates

No.	Applicant	ADGM Registration No.	ADGM Registered Address
7.	Hamad Pharmacy LTD (formerly known as Hamad Pharmacy L.L.C, with license no. 118795)	000004209	DD #16 - 109 - 032, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
8.	N M C Provita International Medical Center LTD , including its branches N M C Provita International Medical Centre L.L.C. – Branch 1, with license no. CN-1027356-1, Provita International Medical Centre L.L.C. – Branch 2, with license no. CN-1027356-2, and N M C Provita International Medical Centre L.L.C. – Branch 3, with license no. CN-1027356-3 (formerly known as N M C Provita International Medical Center L.L.C., with license no. CN-1194307)	000004240	DD #16 - 109 - 008, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
9.	N M C Royal Hospital LTD , including its branches NMC Clinic (BR of NMC Royal Hospital LLC), with license no. 814785, NMC Polyclinic Branch of NMC Hospital LLC, with license no. 163880, NMC DIC Clinic and Pharmacy (BR of NMC Royal Hospital LLC), with license no. 860025, and NMC Hospital (BR of NMC Royal LLC), with license no. 878386 (formerly known as N M C Royal Hospital L.L.C, with license no. 710432)	000004225	DD #16 - 109 - 006, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
10.	N M C Royal Hospital LTD (formerly known as N M C Royal Hospital L.L.C., with license no. CN-2015786)	000004245	DD #16 - 109 - 009, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates

No.	Applicant	ADGM Registration No.	ADGM Registered Address
11.	N M C Royal Medical Centre LTD , including its branches NMC Royal Medical Centre LLC – Branch (Shahama), with license no. CN-2912685, and NMC Royal Medical Centre LLC –Branch (Karama), with license no. CN-2895125, and NMC Royal Medical Centre LLC –Branch 1 (Abu Dhabi), with license no. CN-2150457-1 (formerly known as N M C Royal Medical Centre L.L.C., with license no. CN-2150457)	000004197	DD #16 - 109 - 022, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
12.	N M C Specialty Hospital LTD (formerly known as NMC Specialty Hospital - LLC, with license no. CN-1026386)	000004217	DD #16 - 109 - 005, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
13.	NMC Healthcare LTD (formerly known as N.M.C Health Care (L.L.C), with license no. 610400)	000004210	DD #16 - 109 - 001, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
14.	N.M.C Specialty Hospital LTD (formerly known as N. M. C Specialty Hospital (L.L.C), with license no. 562359)	000004241	DD #16 - 109 - 003, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
15.	New Medical Centre LTD (formerly known as New Medical Centre L.L.C, with license no. 127562)	000004214	DD #16 - 109 - 011, 16th Floor, WeWork Hub 71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates

No.	Applicant	ADGM Registration No.	ADGM Registered Address
16.	New Medical Centre LTD , including trading in Ras Al Khaimah as NMC Royal Dental Centre under license no. 38678, NMC Royal Medical Centre, under license no. 21518 and NMC Royal Pharmacy, under license no. 21669 and its branches New Medical Centre Ajman LLC-BR, with license no. 95454 and New Medical Centre L.L.C – Branch of Abu Dhabi 2, with license no. CN-1831682 (formerly known as New Medical Centre L L C, with license no. 25954)	000004216	DD #16 - 109 - 016, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
17.	New Medical Centre Pharmacy LTD (formerly known as New Medical Centre Pharmacy - L.L.C – AIain – NMC, with license no. CN-1135313)	000004253	DD #16 - 109 - 019, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
18.	New Medical Centre Pharmacy LTD , including its branches New Medical Centre Pharmacy/Branch, with license no. 96634, and New Medical Centre Pharmacy LLC NMC Branch 1, with license no. 766270 (formerly known as New Medical Centre Pharmacy LLC– N.M.C, with license no. 608411)	000004255	DD #16 - 109 - 026, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
19.	New Medical Centre Specialty Hospital LTD (formerly known as New Medical Centre Specialty Hospital LLC, with license no. CN-1135806)	000004228	DD #16 - 109 - 010, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
20.	New Medical Centre Trading LTD , including its branches New Medical Centre Trading LLC Branch 1, with license no. CN-1027356-1, New Medical Centre Trading LLC Branch 2, with license no. CN-1027356-2, and New Medical Centre Trading LLC Branch 3, with license no. CN-1027356-3 (formerly known as New Medical Centre Trading L.L.C, with license no. CN-1027356)	000004218	DD #16 - 118 - 022, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates

No.	Applicant	ADGM Registration No.	ADGM Registered Address
21.	New Pharmacy Company LTD , including its branches New Pharmacy Company WLL – Branch 1, with license no. CN-1029364-1, New Pharmacy Company WLL – Branch 2, with license no. CN-1029364-2, New Pharmacy Company WLL – Branch 4, with license no. CN-1029364-4, New Pharmacy Company WLL – Branch 6, with license no. CN-1029364-6, New Pharmacy Company WLL – Branch 7, with license no. CN-1029364-7, New Pharmacy Company WLL – Branch – (Shahama), with license no. CN-2936047, New Pharmacy Company WLL – Branch 9, with license no. CN-2832792-9, (formerly known as New Pharmacy Company W L L, with license no. CN-1029364)	000004230	DD #16 - 109 - 004, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
22.	New Sunny Medical Centre LTD (formerly known as New Sunny Medical Centre LLC; N.M.C Medical Center L.L.C Shj. BR 2, with license no. 556959)	000004202	DD #16 - 109 - 027, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
23.	NMC Holding LTD (formerly known as NMC Holding L.L.C., with license no. CN-1210596)	000004211	DD #16 - 109 - 002, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
24.	NMC Royal Family Medical Centre LTD (formerly known as NMC Royal Family Medical Centre L.L.C., with license no. CN-1491505)	000004243	DD #16 - 109 - 035, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
25.	NMC Royal Women’s Hospital LTD , including its branch Cooper Health Clinic 1 – Dubai Branch, with license no. 689748 (formerly known as NMC Royal Womens Hospital LL.C., with license no. CN-1532709)	000004235	DD #16 - 109 - 021, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates

No.	Applicant	ADGM Registration No.	ADGM Registered Address
26.	NMC Trading LTD , including its branches NMC Trading LLC Branch-DXB, with license no. 637024, NMC Trading LLC (Branch) – DXB, with license no. 755519, NMC Trading LLC Branch-Ajman, with license no. 57474, NMC Trading LLC RAK Branch, with license no. 32957, and NMC Trading LLC (Branch)-Fujairah, with license no. 14167. (formerly known as NMC Trading L L C, with license no. 207104)	000004233	DD #16 - 118 - 023, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
27.	Reliance Information Technology LTD (formerly known as Reliance Information Technology.LLC, with license no. CN-1031535)	000004234	DD #16 - 109 - 020, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
28.	Sharjah Pharmacy LTD (formerly known as Sharjah Pharmacy L.L.C, with license no. 14966)	000004239	DD #16 - 109 - 033, 16th Floor, WeWork71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
29.	Sunny Al Buhairah Medical Centre LTD (formerly known as N.M.C MEDICAL CENTER L.L.C SHJ.BR and Sunny Al Buhairah Medical Centre LLC, with license no. 558052)	000004199	DD #16 - 109 - 025, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
30.	Sunny Al Nahda Medical Centre LTD (formerly known as N.M.C MEDICAL CENTER L.L.C SHJ.BR 4 and Sunny Al Nahda Medical Centre LLC, with license no. 572409)	000004232	DD #16 - 109 - 013, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
31.	Sunny Dental Centre LTD (formerly known as N.M.C Dental Centre L.L.C and Sunny Dental Centre LLC, with license no. 571311)	000004198	DD #16 - 109 - 023, 16th Floor, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
32.	Sunny Halwan Speciality Medical Centre LTD (formerly known as Sunny Halwan Speciality Medical Centre LLC, with license no. 747560)	000004204	DD #16 - 109 - 029, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates

No.	Applicant	ADGM Registration No.	ADGM Registered Address
33.	Sunny Maysloon Speciality Medical Centre LTD (formerly known as Sunny Maysloon Speciality Medical Centre L.L.C, with license no. 751420)	000004205	DD #16 - 109 - 030, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
34.	Sunny Medical Centre LTD (formerly known as N.M.C MEDICAL CENTER L.L.C SHJ.BR	000004231	DD #16 - 109 - 012, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
35.	Sunny Sharqan Medical Centre LTD (formerly known as Sunny Sharqan Medical Centre L.L.C, with license no. 744404)	000004203	DD #16 - 109 - 028, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
36.	Sunny Specialty Medical Centre LTD (formerly known as N.M.C MEDICAL CENTER L.L.C SHJ.BR 3 and SUNNY SPECIALITY MEDICAL CENTRE LL.C., with license no. 545893)	000004200	DD #16 - 109 - 024, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates