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
BETWEEN

GLOBAL PRIVATE INVESTMENTS RSC LIMITED
Claimant

and

GLOBAL AEROSPACE UNDERWRITING MANAGERS LIMITED
First Defendant

XL INSURANCE COMPANY SE, DIREKTION FUR DEUTSCHLAND (company number HRB 94266)
Second Defendant

SWISS RE INTERNATIONAL SE NIEDERLASSUNG DEUTSCHLAND (company number HRB 171487)
Third Defendant

STARR INTERNATIONAL (EUROPE) LTD
Fourth Defendant

ALLIANZ GLOBAL CORPORATE & SPECIALITY SE
Fifth Defendant

JUDGMENT OF JUSTICE SIR ANDREW SMITH

Neutral Citation:	[2021] ADGMCFI 0005
Before:	Justice Sir Andrew Smith
Decision Date:	27 April 2021
Decision:	1. Application granted. 2. The Claimant is to provide security in the sum of US$650,000 within 28 days by a payment into Court or in such other way as might be agreed in writing between the parties.
Hearing Date:	27 April 2021
Catchwords:	Application for security for costs; whether conditions met for security to be given; whether circumstances of the case make it just to make an order for security; whether undertakings to court mitigate the risk that applicants would face without an order for security
Cases Cited:	Dena Technology (Thailand) Ltd v Dena Technology Ltd, [2014] EWHC 616 (Comm) Aoun v Bahri, [2002] EWHC 29 (Comm) Frontline Development Partners Ltd v Asif Hakim Adil, [2015] DIFC 005 Sarpd Oil International v Addax Energy, [2016] EWCA Civ 120 Jirehouse Capital v Beller [2008] EWCA Civ 908 Re Unisoft (No 2), [1993] BCLC 532, 534 Longstaff International v Baker Mackenzie, [2004] EWHC 1852 (Ch) Nasser v United Bank of Kuwait, [2001] EWCA Civ 556 Danilina v Charukhin, [2018] EWHC 39 (Comm) Tatneft v Bogolyubov, [2019] EWHC 1400 (Comm) Rowe and ors v Ingenious Holdings plc and ors, [2021] EWCA Civ 29
Legislation Cited:	ADGM Court Procedure Rules 2016, r. 75, r.287 English Civil Procedure Rules, r. 25.13 ADGM Companies Regulations 2020, Art. 961(1)(a)
Case Number:	ADGMCFI-2020-051
Parties and representation:	Mr John Bignall of Counsel, instructed by Al Tamimi & Company for the Claimant Mr Charles Dougherty QC and Mr Lucas Fear-Segal, instructed by Kennedys for the Defendants

JUDGMENT

1. The Defendants in this action, to whom I refer as the "Insurers", applied on 21 March 2021 for security for costs under rule 75 of the Abu Dhabi Global Market Courts Procedure Rules, 2016 ("**CPR**"). I heard the application on 27 April 2021, and at the hearing I granted the application, and ordered that the Claimant provide security in the sum of US$650,000 within 28 days by a payment into Court or in such other way as might be agreed in writing between the parties. I said that I would give reasons for my decision later, and these are my reasons.

2. Rule 75 of the CPR provides that, "A defendant to any claim may apply for security for costs under the conditions set out in any relevant practice direction …", and the Court may order security "if it is satisfied, having regard to all the circumstances of the case, that it is just to make such an order". If an order for security is made, it must specify its amount and direct how and within what time it must be given. ADGM Practice Direction 7, Applications ("**PD7**") similarly provides at paragraph 7.29 that the Court may order that security for costs be provided if it is satisfied that, having regard to all the circumstances of the case, it is just to do so. It goes on to provide at paragraph 7.30 as follows: "Without limiting paragraph 7.29, the Court may (but is not obliged to) conclude that it would be just to order security for costs if it is satisfied" of one (or more) of six conditions. The conditions include:

    a. "the claimant is a company or other body (whether incorporated inside or outside ADGM) and there is reason to believe that it will be unable to pay the defendant's costs if ordered to do so", PD7 at para 7.30(b); and

    b. "the claimant has taken steps in relation to his assets that would make it difficult to enforce an order for costs against him", PD7 at para 7.30(f).

3. The ADGM regime does not require that one of the conditions in paragraph 7.30 be satisfied if an order for security is to be made: the purpose of the paragraph is to exemplify circumstances in which it might, but not necessarily will, be just to order security for costs. In this, it differs from the procedural rules about security for costs in some other jurisdictions, including those in the English Civil Procedure Rules at rule 25.13, which requires not only that the Court be satisfied of the justice of making an order but also that one of the specified "gateway" conditions be met. As was observed by Mr John Bignall, who represented the Claimant, one implication of this difference is that some care is required when considering English authorities, which are often concerned primarily whether a gateway condition is satisfied. That said, the conditions in paragraph 7.30, including those at paragraphs 7.30(b) and 7.30(f), echo the gateway conditions in the English rules, and the English authorities provide helpful indications as to how this Court should exercise its power under rule 75.

4. I need not examine the parties' cases in the substantive proceedings in any detail on this application. Generally the Court hearing a security application will not be drawn into an assessment of the merits of the claim unless "it can clearly be demonstrated that there is a high degree of probability of success or failure": see, for example, *Dena Technology (Thailand) Ltd v Dena Technology Ltd, [2014] EWHC 616 (Comm)* at para 7. Although the insurers maintain that the claim is very weak, at the hearing Mr Charles Dougherty QC, who, with Mr Lucas Fear-Segal, represented the Insurers, did not submit that I should take that into account on this application.

5. I shall therefore introduce the claim only briefly. The Claimant brings the claim as the owner of a corporate jet aircraft (the "**Aircraft**") under an Aircraft Hull and Spares All Risk Aviation Liability policy, under which cover was extended to the owners of aircrafts set out in a schedule held by brokers. On 10 July 2019, the Aircraft suffered damage in a hailstorm, and was taken for repairs to the United States of America. Those repairs are about to be completed or have very recently been completed: as far as the evidence goes, the Aircraft is still in the USA.

6. The Claimant seeks an indemnity under the policy. The Insurers accept that the event is covered by the policy and have made payments in respect of repairs, and also in respect of the hire of an alternative aircraft while they were being carried out. The Claimant contends that it is also entitled to compensation in respect of the reduced value of the repaired Aircraft but this is disputed by the Insurers, who deny that the policy covered any such loss. This dispute gives rise to the major claim in these proceedings. There is a relatively minor dispute about whether the Claimant is entitled to further payment in respect of loss of use of the Aircraft.

7. According to the evidence on this application, the Aircraft was acquired in about June 2018 by a Cypriot company called Amerivo Holdings Ltd ("**Amerivo**"), which was a 100% subsidiary of the Russian Direct Investment Fund ("**RDIF**"), Russia's sovereign wealth fund. According to a Reuters' report, it had previously been owned by Mr Gennady Timchenko, a Russian billionaire. The Claimant was incorporated in ADGM in November 2018 and is listed by the Companies Registrar as a "Special Purpose Vehicle" (or "**SPV**"). It appears from the recital to an Aircraft Management Agreement between the Claimant and Luxaviation SA, a Luxembourg company, that Amerivo entered into an agreement with the Claimant for the sale and purchase of the aircraft dated 10 January 2019. On 26 December 2019, Amerivo was dissolved.

8. Until 3 October 2020, the Aircraft's operator under its Air Operator's Certificate was Luxaviation SA, which was also its Continuing Airworthiness Management Organisation (or "**CAMO**"), and the Aircraft was registered in Luxembourg. The Claimant terminated its agreement with Luxaviation by notice dated 3 October 2020 and its new operator is an Austrian company called Avcon Jet AG. It appears from the evidence that the Aircraft is, or until very recently was, still registered in Luxembourg, but it is being deregistered there and re-registered in Austria.

9. The value of the Aircraft is in dispute in the litigation, and I shall say nothing about that except that it is, on any view, worth some millions of dollars. According to the Claimant's evidence, it is frequently chartered by RDIF to fly its executives to meetings around the world. One of the Claimant's directors, Mr Richard Ogdon is, as it appears, also a director of RDIF Asset Management Limited, a company registered in Cyprus. Representatives of RDIF have been involved in meetings and exchanges concerning the repair of the Aircraft. The Insurers invite the inference that the Claimant is an SPV of RDIF and that the Aircraft was transferred to it from another RDIF SPV incorporated in Cyprus. Certainly, there appears to be some close relationship between RDIF and the Claimant, but I cannot, and need not, determine exactly what it is.

10. The Insurers submitted that security for costs should be ordered both because, having regard to all the circumstances, it is just to do so simpliciter, and because the Court should be satisfied as to the conditions in paragraphs 7.30(b) and 7.30(g). The Claimant disputes that either condition is met, but submitted that in any event it is not just that it be ordered to provide security. In outline, it says that it has provided clear evidence that it has funds in bank accounts at the Moscow branch of PJSC SberBank ("**SberBank**") which far exceed any potential costs award, and that it has given undertakings to the Court, as well as to the Insurers, inter alia that it will maintain sufficient funds in the accounts. Further, it owns the Aircraft, and this provides what Mr Bignall described as an "ultimate backstop" against which, if necessary, the Insurers could enforce any costs award.

11. I should say something more about the undertakings given by the Claimant. They are set out in a letter of Mr Ogdon addressed to the Court, and dated 30 March 2021 in its original version and 25 April 2021 in a slightly revised version. In it ,the Claimant undertakes:

    a. That it will pay any final and un-appealable costs order made against it and in favour of the Insurers.

    b. That it has in its bank account (which I interpret as meaning bank accounts) at the Moscow branch of SberBank a sum in excess of US$785,000 (as was verified by appended bank statements showing funds of more than the equivalent of US$3.75 million), that the money

was not subject to any fixed or floating charge, and that it would keep at least US$785,000 in the account(s) until six months after the claim was resolved by a final and unappealable judgment or by agreement.

c. That, after it had been deregistered from the Luxembourg register, the Aircraft would be registered with the Austrian Aircraft Register, and that the Claimant did not plan to deregister it from the Austrian Aircraft Register pending disposal of these proceedings, and agreed to keep it registered on the Austrian Aircraft Register until six months thereafter.

d. That the Aircraft was owned by the Claimant "which has sole legal title to it. The Claimant's title is free from any encumbrances of any type. The Claimant does not plan to create any interest against or over the aircraft".

12. I should mention that the Claimant is no longer bound by the second or the third undertakings since I have made an order for security.

13. Although, as I have said, it is neither a necessary nor a sufficient condition for an order for security that a condition in PD7 paragraph 7.30 be met, it is convenient first to consider the Insurers' argument that those in paragraphs 7.30(b) and 7.30(f) are satisfied, and I take first the question whether the Claimant has taken steps in relation to its assets that would make it difficult to enforce an order against it.

14. First, the Insurers rely on a letter dated 10 March 2021 from Al Tamimi & Co, who act for the Claimant, in which it was written that the Aircraft was registered in Luxembourg and the Insurers could seek to enforce against it in the Courts of Luxembourg. As I have said, in fact the registration has been changed or is being changed to the Austrian Registry. I can attach no importance to this: there is no reason to suppose that it would be more difficult to enforce any costs order in the Courts of Austria than in Luxembourg.

15. Next, the Insurers argued that the Claimant clearly does not plan to ground the Aircraft in the United Arab Emirates ("**UAE**") or elsewhere when repairs are complete, and intends to have it fly between different territories. They do not argue, and do not need to argue, that this would be done with the intention of making it more difficult to enforce an order for costs against the Aircraft: the question is whether, whatever the motivation, steps taken by the Claimant have made enforcement more difficult: see *Aoun v Bahri, [2002] EWHC 29 (Comm*) at para 7, considering the comparable provision in the English Civil Procedure Rules, and *Frontline Development Partners Ltd v Asif Hakim Adil, [2015] DIFC 005*, considering the similar provision in the Rules of the DIFC Courts. The short answer to this argument, to my mind, is that the condition in PD7 paragraph 7.30(f) is concerned with steps that the Claimant has taken, and not with steps that he intends to take or is likely to take in the future. There is no evidence that the Claimant has moved the Aircraft from the USA.

16. The Insurers also argue that, notwithstanding what is said in Mr Ogdon's letter, the Claimant's pleaded case is that it is considering selling the Aircraft and it remains its intention to sell it "subject to receipt of a satisfactory offer". Again, the answer to this argument is that the condition is not concerned with the Claimant's intentions as to future steps that it might take, but with what steps it has already taken. In so far as the Insurers respond that it should be inferred that the Claimant is already marketing the Aircraft, I do not consider that marketing in itself (as opposed to sale or at least a contract for sale) constitutes "steps … that would make it more difficult to enforce an order for costs … ".

17. I reject the contention that the condition in PD7 paragraph 7.30(f) is satisfied.

18. The Insurers are, to my mind, on firmer ground in arguing that there is reason to believe that the Claimant will be unable to pay their costs if ordered to do so. The evidence of Mr Mehdi Seadon of

Kennedys, who act for the Insurers, is that their costs are likely to be of the order of US$1 million. Even allowing for recoverable costs being less than that, they will be substantial. In all the circumstances, there is reason to believe that the Claimant will be unable to pay substantial costs if ordered to do so, and I conclude that the condition stated in PD7.30(b) is satisfied.

19. The Court is not concerned here with whether the Insurers have shown that it is more likely than not that the Claimant will be unable to pay an adverse costs order. It has sometimes been said that a "real risk" that a claimant will be unable to pay must be shown, and certainly it is not enough that the Court is left in some doubt about a claimant's ability to pay the defendant's costs: see *Sarpd Oil International v Addax Energy, [2016] EWCA Civ 120* at para 13. However, the statutory test is simply whether there is "reason to believe" that it will not be able to do so and there is danger in glossing it: see *Jirehouse Capital v Beller [2008] EWCA Civ 908* at para 38. Further, the question is about whether a claimant will be able to meet a costs order if and when it is made and required to be met: see *Re Unisoft (No 2), [1993] BCLC 532, 534*. Because the condition is concerned with the position which may pertain when an order is made, the nature of any potentially available assets, in particular whether or not they are liquid, is properly taken into account: see *Longstaff International v Baker Mackenzie, [2004] EWHC 1852 (Ch)* at paras 17 to 19.

20. The Claimant is a "Restricted Scope Company", and therefore the Insurers are not able to inspect documents filed by it with the ADGM Registration Authority, including evidence of its beneficial owners and its accounts. (Under Article 961(1)(a) of the ADGM Companies Regulations 2020, the Registrar does not, without a disclosure request by the company, make available for public inspection any document filed by a restricted scope company that is not subject to the enhanced disclosure requirements, and the Claimant is not subject to them.) Because the Claimant is registered as a SPV in the ADGM, it cannot properly trade or conduct operations or hire staff. In a witness statement of 30 March 2021, Mr Peter Smith of Al Tamimi & Co confirmed that the Claimant "is not a 'trading business' in that it does not trade publicly, but it does have revenue and expenditure through its interactions with entities who use the Aircraft …".

21. By a letter dated 14 February 2021 to Al Tamimi & Co, Messrs Kennedys expressed concern about whether the Claimant would be able to pay the Insurers' costs if ordered to do so, and requested up-to-date financial information, audited and management accounts. In a response of 18 February 2021, Al Tamimi & Co described the request as presented in a "misconceived and unjustified way" and maintained that it was premature. They also pointed out that the Insurers could enforce a costs order in their favour "against any of the claimant's assets inside or outside the UAE", and that the Aircraft itself is a "potential asset against which the [Insurers] could theoretically enforce any orders in their favour" and this provided greater security than if the Claimant's assets were "in bank accounts". In a later letter of 10 March 2021, Al Tamimi & Co wrote that the Claimant's reason for not disclosing financial information was "commercial confidentiality", that it had good reason for wanting to keep it private, that its management accounts were commercially sensitive, and that the Claimant had "a strict policy of non-disclosure of this information to third parties…".

22. A court may properly take account of a company's decision not to disclose financial information when deciding whether there is reason to believe that it will not be able to pay a costs order made against it. It will not generally be an adequate explanation for a company's reticence about its finances that they are confidential because courts generally can, and certainly this Court can, make arrangements to protect legitimate concerns about confidentiality: see *Sarpd Oil*, loc cit at para 18. However, the significance of such evidence depends on the facts of the particular case, and Mr Bignall pointed out that in the *Sarpd Oil* case itself, the claimant had no discernible assets at all. He distinguished this case, where not only, as it claims, does the Claimant own the Aircraft, but it has disclosed substantial funds in bank accounts. Mr Bignall had another point: he submitted that the Claimant's evidence in response to the application for an order for security was directed to refuting the Insurers' contention that it had no assets. I accept that as far as it goes, but it seems to me that, nevertheless, I can and should take account of some limitations in the information that the Claimant has put before the Court, and I draw inferences to which I shall refer below.

23. With regards to the Aircraft, the Claimant has undertaken by Mr Ogdon's letter that it has sole legal title to it, and that "its title is free from any encumbrances of any type". The Claimant has not supported this with documentary evidence, but there is no good reason to doubt it for present purposes as far as concerns the legal title. However, the undertaking, as I understand it, says nothing about beneficial title to the Aircraft: I would not consider that a beneficial title would normally be covered by the term "encumbrance" on the legal title on a natural interpretation of that word. The Claimant has not provided any information, still less any documentation, about how it acquired its title, and there is no information about whether it paid a substantial sum for the Aircraft or, if so, where it acquired the funds. Accordingly, it is unclear from the evidence that the Claimant has put before the Court whether and how it acquired a beneficial interest in the Aircraft; and if so, what liabilities it incurred in order to do so. This opens up the possibility that, just as the Claimant relatively recently acquired its title from another SPV, Amerivo, the beneficial owner might transfer title from the Claimant to another such entity in another jurisdiction.

24. The Insurers have another reasonable concern: the Aircraft is not a liquid asset, and there can be no reliable expectation that it could readily be used to meet any liability for costs when it fell due. Further, if the Claimant sells it, as it pleads that it intends to do if an acceptable offer is made, it cannot be assumed that the proceeds of sale will be kept available to meet any adverse costs order.

25. With regard to the evidence of banked funds, the Insurers contend that a "snapshot" of a bank account at a particular date is worthless, and potentially misleading, without any information about the source of the funds or the movements on the account or, perhaps most importantly, the Claimant's current and potential liabilities. I consider that there is much force in this point: the Claimant was incorporated only in 2018 and has no business history or reputation which might give comfort that it will be able to meet any obligations that fall due. Moreover, here I consider the Claimant's reticence about its financial position is particularly important: there is no information about what liabilities the Claimant might have. In as much as it is obscure how the Claimant might have acquired any funds to acquire the Aircraft, there is reason to suppose that its liabilities might be substantial.

26. There is no evidence that the Claimant has any other significant assets, either within the jurisdiction of ADGM or the UAE or elsewhere. In view of the Claimant's reticence, there is, to my mind, reason to infer that it does not. This would not be surprising, and certainly it would not be a criticism of the Claimant: Mr Bignall fairly makes the point that the ADGM encourages the registration of such companies as SPVs But the fact remains that the Claimant appears to have no significant assets here.

27. In all the circumstances, I am persuaded that the Insurers' concerns that the Claimant will not be able to meet any adverse costs order are reasonable, and that the condition stated in PD7 paragraph 7.30(b) is met.

28. Against this background, I come to the central question, whether I am satisfied that, having regard to all the circumstances of the case, it is just to make an order for security. The injustice that the Insurers identify if they do not have security is that they will have to spend money to defend the claim, despite uncertainty about whether they will be able to recover their costs if they are awarded them; and that it is in any case just that they should have security because, even if the Claimant is able to meet any costs obligation from its assets by way of the funds in the Russian account and the Aircraft, in practice they are likely to face difficulties in enforcing against those assets.

29. With regard to enforcing against the Aircraft, it can readily be moved between jurisdictions and its very nature is such that the Claimant could make enforcement against it, if not impossible, at least difficult, and so slow and expensive.

30. With regard to the bank account funds, the Insurers foresee difficulties about enforcement in Russia. They make three points in particular, which, taken together, seem to me to justify their concern.

31. First, there is no enforcement treaty or applicable agreement between ADGM, or the UAE, and Russia.

32. Secondly, the Insurers have put before the Court evidence that it would be "almost impossible" to enforce a costs order in the Russian Courts, who would regard the allocation of legal costs as a procedural, rather than a substantive, matter; and that the Insurers' prospects of doing do so are the less in that they would be seeking enforcement against the RDIF or one of its subsidiaries. Mr Bignall pointed out that this evidence comes from Mr Konstantin Saranchuk, a Partner in Kennedys' Russian office, and is not from an independent witness. That is so, but there is no reason to think that it is not the honest opinion of a Russian lawyer, who has apparently practised for some 24 years, and I do not consider it inappropriate for the Insurers to rely on such evidence on an interlocutory application of this kind. Mr Bignall also criticised the evidence as lacking reasoning or authority, but again, given the nature of the application, the Court would not encourage extensive evidence. I add that, although the Claimant relied on the funds in Russia to demonstrate that it could meet an adverse costs order, it put forward no evidence of its own that enforcement proceedings for costs could be brought against them in the Russian Courts.

33. Thirdly, even without evidence, the Court would be entitled to recognise the potential difficulties in enforcing a costs order In Russia. In *Nasser v United Bank of Kuwait, [2001] EWCA Civ 556*, Mance LJ put it as follows (at para 64): "The courts may and should … take notice of obvious realities without formal evidence. There are some parts of the world where the natural assumption would be without more that there would not just be substantial obstacles but complete impossibility of enforcement; and there are many cases where the natural assumption would be that enforcement would be cumbersome and involve a substantial extra burden of costs or delay". In more recent cases concerned with applications for security for costs, the English Commercial Court has recognised that enforcement in Russia might well not be straightforward: see *Danilina v Charukhin, [2018] EWHC 39 (Comm)* at para 68 and PJSC *Tatneft v Bogolyubov, [2019] EWHC 1400 (Comm)*. Nor was I impressed by Mr Bignall's suggestion that here the Insurers would be in a better position to enforce in Russia because they would be able to complain that the Claimant was in breach of an undertaking to the Court. That does not seem to me to change the substantive nature of the relief that they would be seeking, or likely significantly to improve their chances of success in the Russian Courts.

34. I should consider further the undertakings in Mr Ogdon's letter, on which Mr Bignall placed considerable emphasis in his submissions. How far do they go to mitigate the risk that the Insurers would face without an order for security?

35. In the first undertaking, the Claimant undertakes to comply with any final and unappealable costs order against it, and Mr Bignall pointed out that under rule 287 of the CPR, if the Claimant failed to comply with the undertaking, its directors and officers could be subject to a penalty. However, the position would be the same if the Claimant failed to comply with an order for costs. This undertaking does not add anything significant.

36. Secondly, the undertaking that the Claimant has and will keep at least US$785,000 with SberBank: this was said to evidence that not only does the Claimant have funds to meet any costs order, and also that it intends to keep adequate funds to do so, thereby demonstrating its intention to comply. However, the undertaking does nothing to meet the concern that the Claimant might have liabilities that deplete the funds before any costs order falls due for payment, nor the concern about the difficulties of enforcing a costs order in Russia.

37. Next, the undertaking about maintaining the registration of the Aircraft with the Austrian authority: as I have explained, the concerns about the Aircraft are not to do with where it is registered or will be registered, but about enforcing against it wherever it is registered. I have also already said that, as I interpret it, the undertaking about the Claimant's title to the Aircraft does not cover the beneficial ownership, and the undertaking that the Claimant has no plans to "create any interest against or over the Aircraft" does not sit easily with the pleaded case about the Claimant's intention to sell it.

38. I therefore accept the Insurers' submission that the undertakings provide little to mitigate the risk of injustice that they identify. The Claimant, for its part, does not identify any specific hardship to it, with regard to its ability to prosecute its claim or otherwise, that will result from providing security. In all the circumstances of the case, in my judgment it is just that the Claimant provide security for costs.

39. I add for completeness that at one stage the Claimant submitted that any order for security for costs should be on terms that the Insurers give an undertaking to comply with any order that the Court might make if it later finds that the order for security has caused the Claimant loss and that it should be compensated for it. That submission was not pursued in light of the decision of the English Court of Appeal in *Rowe and ors v Ingenious Holdings plc and ors, [2021] EWCA Civ 29*.

40. As I have said, I determined the amount of the security to be provided at US$650,000, that it should be provided by way of a payment into Court unless that parties agreed otherwise in writing and that it be provided within 28 days. I gave brief reasons for those parts of my decision at the hearing, and I need not expand on them.

Issued by:

Linda Fitz-Alan
Registrar, ADGM Courts
2 May 2021