Neutral Citation: [2010] QIC (F) 3

IN THE CIVIL AND COMMERCIAL COURT
OF THE QATAR FINANCIAL CENTRE

In the name of His Highness Sheikh Hamad bin Khalifa Al-Thani,
Emir of the State of Qatar

7 JUNE 2010

CASE NO; 0001/2010

TAMIR E OMARA

APPLICANT

AL MAL BANK LLC

RESPONDENT

ACTION FOR DECLARATION AND ORDERS

Members of the Court:

Justice Lord Cullen
Justice Sackville
Justice Dohmann

ORDER

The Court declares that the dismissal of the applicant by the respondent from its employment on 24 December 2009 was unlawful.

JUDGMENT

The Court

Introduction

1. In this case the applicant seeks a declaration that his dismissal by the Bank ("the Bank") from its employment was unlawful, together with a number of orders against the Bank, including payment of loss of earnings and compensation.

2. On 28 January 2010 the applicant submitted his formal complaint to the Registrar of this Court, which was served on the Bank on 4 February. On 15 April he filed and served his Particulars of Claim, and on 3 May lawyers acting for the Bank filed and served its Defence. On 10 May the applicant served and filed an application for summary judgment. The Court held a directions hearing (by telephone) on 17 May, at which it gave the parties directions as to the filing and service of various documents with a view to the hearing of the case on 30 and 31 May.

3. On 23 May 2010 the Bank applied by letter for the hearing on these dates to be vacated. It did so mainly on the ground that, in view of steps which had been taken by the Qatar Financial Centre Regulatory Authority ("QFCRA"), it had been unable to pay for its legal representation, unless a Court order was made under Art 81 of the Insolvency Regulations. On 27 May, the Court heard an application made by the Bank on the previous day in proceedings for its compulsory winding up. The Court directed under Art 81 that certain payments out of the monies standing to its credit with the Qatar National Bank ("QNB") to its lawyers should not be void in the event of a compulsory winding up. However, on 29 May the Bank wrote to the Registrar stating that it was unable to comply with the Court's directions made on 17 May, even after having been granted an extension.

4. When the case was called on 30 May 2010 Mr Hoyle for the Bank moved the Court to vacate the hearing. The application was opposed by Mr de Lacy QC for the applicant. Mr Hoyle submitted that since the order on 27 May there had been insufficient time to prepare the Bank's defence, a task which had been complicated by the applicant's complaint of racial discrimination. He said that he could make some submissions in

opposition to the applicant's application for summary judgment, but accepted that, as it stood, the Defence did not properly set out the Bank's position. Mr Hoyle indicated that an explanation could be provided to the Court for the Bank's delay in making an application for an order under Art 81.

5. The Court decided that it should proceed to hear the applicant's application for summary judgment on the following day, but restricted to the question whether his dismissal had been unlawful. The Court permitted the Bank to amend its Defence and to submit witness statements in regard to that question. The Bank gave a written undertaking that it would not obstruct and had no objection to the applicant remaining in Qatar, nor to his having any official permission required for that particular purpose. On 31 May 2010, having heard the submissions for the parties, the Court declined to grant the applicant's application for summary judgment, as it was not satisfied on the material before it that the Bank had no reasonable prospect of success. The Court decided that the case should go to trial on the question of unlawful dismissal on 5 June.

6. Following a creditors' meeting on 2 June 2010 at which joint liquidators were appointed in the voluntary winding up of the Bank, an application was made by one of the liquidators for directions in the proceedings for compulsory winding up. The liquidator sought a direction that a number of cases against the Bank, including the present one, should be dismissed or in any event adjourned for later adjudication by the liquidators. In response, the Court dealing with the application for compulsory winding up noted that there might be an unresolved question as to the validity of the steps already taken in the voluntary liquidation. The Court therefore proposed to make no direction in those cases, pending the hearing on 6 June of the winding up application. It also stated that it saw no reason why the hearing of the present case should not proceed on 5 June.

7. The trial on the question whether the applicant had been lawfully dismissed duly took place on 5 June 2010. In the course of the trial, Mr Hoyle stated to the Court that he was now acting both for the Bank and, through other solicitors, for the joint liquidators. He emphasised, however, that the liquidators would act independently of the Bank.

History of events

8. At this point it is convenient to give a history of events which is uncontroversial.

9. On 3 December 2008 the Bank was authorised by the Qatar Financial Centre Authority ("QFCA") as an Islamic Financial Institution to conduct Islamic Financial Business. On 8 February 2009 the applicant, who is a Sudanese national, entered into the employment of the Bank as a senior associate in the IT Security & Business Continuity Department. His manager was Mr Roberto Diniz, who was Head of the IT Department & Security.

10. In November 2009 the QFCRA commenced an investigation into the affairs of the Bank. On 19 November it applied a temporary freezing order to the Bank's account with the QNB, the effect of which was that no payments could be made from that account without the prior written approval of the QFCRA. Two days earlier, the Bank had terminated the employment of certain employees, including the applicant's brother, Mr Nazim Omara, the Chief Executive Officer, ("CEO"). Nazim Omara was taken into custody shortly after termination of his employment, apparently as the result of allegations made by officers of the Bank. For about a week thereafter Nazim Omara was kept in solitary confinement.

11. On 22 November 2009 the applicant was handed a letter from Mr Hamad Ali Al Marri, who had recently been appointed Head of Human Resources. The letter stated:

> "We hereby advise you that under the current circumstances and as a precautionary measure, the management of Al Mal Bank LLC has determined that you should not report for work and you should not be granted access to the offices of the Bank until further notice.
>
> At the conclusion of the investigation by the [QFCRA], we will let you know what our decision is regarding your permanent status as an employee of Al Mal Bank LLC. During the investigation you will continue to receive full salary and any other employee benefits you now enjoy.
>
> Your cooperation in this matter will be greatly appreciated."

12. On 23 November 2009 Nazim Omara's wife sent an email to officials in the QFCA and the QFCRA. The email included what was described as an urgent note from Nazim Omara, who had been in prison since about 17 November. Nazim Omara's wife also emailed the text of the note to the applicant, who forwarded it on 25 November to his superior, Mr Diniz, and to two other fellow employees, one of whom was Mr Khalid Riaz. In the cases of Mr Diniz and Mr Riaz the applicant forwarded the note to their personal email addresses. In the third case the note was forwarded to the recipient's email address at the Bank. The only addition which the applicant made to the forwarded note was to insert a heading "Mr Nazim's Letter to the QFC – From Behind Bars !!".

13. On 25 November 2009 Mr Diniz forwarded the applicant's email to Mr Hamad Ali Al Marri, and to Mr M Chaudhry, Head of Compliance. Mr Riaz also forwarded it to Mr Chaudhry.

14. Nazim Omara's note urged that the QFC should take control of the Bank, and take action "against the existing and ongoing damage and rape of the Al Mal Bank" in the interests of its employees and shareholders. The note asserted that a scandal was forthcoming. The inactivity of the QFC was inexplicable. The applicant had borne the risk of the Bank not being licensed. The Chairman and his "group" along with "a bunch of people that… claimed to be from the National Security" had stormed into the office and confiscated various documents, and intimidated the staff. The Al Marris had no legitimate authority in the Bank. The Chairman had made false claims to the police. He had twice tried to sell the Bank by illegitimate means. Through another infringement the Chairman's elder brother had been appointed CEO of the Bank.

15. In late November 2009, the QFCRA initiated an investigation into the affairs of the Bank. On 13 December the QFCRA submitted a number of its findings to the Bank for its response within two days. The findings were extremely serious and related to corporate governance, reporting, financial records, controls and principles/policies.

16. On 23 December 2009 the applicant asked Mr Hamad Ali Al Marri about the reissuing of his exit visa, which had been revoked by the Bank on or about 17 November, as he was planning to travel abroad before the end of the month. He was handed a letter from the Bank signed by the Chairman, Dr Ali Al Marri, in the following terms:

"We refer to article no.15 of your employment agreement with Al Mal Bank L.L.C dated 08/02/2009 and hereby serve our notice to you to terminate your services with the Bank effective from 24/12/2009,

Please contact Human Resources Department of Al Mal Bank L.L.C for handing over all Bank properties which might be in your custody and other matters related to your end of service benefits (if any)."

17. On 29 December 2009 the applicant sent an email to Dr Ali Al Marri, in which he stated that the termination of his employment and the denial of his visa were in conflict with the Bank's commitment in their letter of 22 November, since the investigation by the QFCRA had not been concluded. He sought retraction of the termination letter and restoration of his visa, stating that if his rights were not restored by 31 December, a copy of his email and the letter of 22 November would be handed to officials of the QFC.

18. On the following day, 30 December 2009, the applicant received the following letter from the Bank, signed by Mr Hamad Ali Al Marri:

"We refer to your email of 29 December 2009 to Dr Ali Al Merri regarding the termination of your employment.

We wish to clarify that the reason for the termination of your employment was your gross misconduct, which clearly violates the terms of your employment,

However, we are prepared to pay you the sum of Twenty Six Thousand Nine Hundred Twenty Three & 33/100 Qatari Riyals (QR26.923.33), which is equivalent to one month's salary, plus allowances and other entitlements, in lieu of notice. This is the amount you will receive if we had given you notice and terminated under Article 15 of your employment contract in the absence of gross misconduct.

This sum represents the full and final settlement of all amounts due to you in relation to your employment with Al Mal Bank and will be available to you as soon as approved and processed by QFCRA"

19. In further emails to Mr Hamad Ali Al Marri on 5 and 13 January 2010, the applicant restated his objection to the termination of his employment and asked for an explanation for the assertion of gross misconduct, which had been made in the letter of 30 December 2009.

20. On 24 January 2010 Mr Hamad Ali Al Marri replied, stating in regard to the claim of gross misconduct on the part of the applicant:

> "…You had disseminated correspondence, on behalf of the former Chief Executive Officer, to the staff of the Bank, which contained false allegations of a serious nature against the Chairman and management of the Bank.
>
> We also wish to point out that the Bank had, in its letter of 30 December 2009, already stated that it would pay you one month's salary, plus allowances, in lieu of notice....."

21. On 25 January 2010 Mr Hamad Ali Al Marri sent an email to the applicant advising him to report to the Bank before the end of 26 January with his passport to enable the cancellation of his residence permit. In a further email on 26 January, he stated that the Bank was required to cancel the applicant's residence permit, as an employee whose employment had ended had to leave Qatar within 30 days of the termination. Two days later, Mr Hamad Ali Al Marri repeated his request to hand over the passport for cancellation of the applicant's residence permit, otherwise the Bank would have to inform the Immigration Office. On the same day, as stated above, the applicant submitted his formal complaint to the Registrar of this Court.

22. Meanwhile, on 10 January 2010, the QFCRA wrote to the Bank stating that it had concluded that the Bank had contravened a number of Relevant Requirements under the QFC Financial Services Regulations ("FS Regulations"). It also concluded that the Bank was failing to satisfy the criteria for authorisation under the FS Regulations. The QFCRA gave notice that it proposed to withdraw the Bank's authorisation, impose a financial penalty on the Bank and order it to pay the costs of the investigation. However, the QFCRA gave the Bank the opportunity to make representations before it made a final determination. In due course, on 3 March 2010 the Bank's authorisation was withdrawn by the QFCRA. The Bank did not appeal from the QFCRA's decision.

23. Following the filing of the application for the compulsory winding up of the Bank, referred to above, the QFCRA stated in an email of 20 April 2010 that it would no longer process any further requests by the Bank for payment. However, on 18 May the QFCRA wrote to the Bank stating that it had informed the QNB that it was now appropriate to lift the freezing order. In a letter of 20 May, the QFCRA stated that the Bank should

consider making payments only if it was satisfied that it was solvent and able to pay its liabilities in full.

Evidence given at the trial

24. The applicant gave evidence that on 17 November 2009 the Chairman entered the Bank with a group of unidentified people, including his relatives and men purporting to be from the Qatari National Security Service, and announced that he had taken control of the Bank. He said that the group were very aggressive. The applicant was shocked by their actions.

25. At a meeting on 17 or 18 November 2009 Mr Nasir Al Marri, who, the applicant understood, had become the new CEO, claimed that Nazim Omara had been involved in a number of fraudulent activities. Neither Mr Nasir Al Marri nor Dr Ali Al Marri ever produced any evidence of this. Between 17 and 21 November the applicant was asked by Mr Hamad Ali Al Marri, in front of other employees, to hand over his computer, personal laptop and hard drive, thereby depriving him of access to the Bank's network resources and the premises. He was given no reason for this action.

26. According to the applicant, on 22 November 2009 Mr Hamad Ali Al Marri asked him in an aggressive manner to take an open holiday and not to report to the Bank's premises. The applicant refused to do so without official permission. Mr Hamad Ali Al Marri then threatened him that, unless he left the premises immediately, he would be removed by force.

27. Having stood his ground, the applicant was provided with the letter dated 22 November 2009 referred to above. He considered this "gardening leave" to be unfair, and said so to Mr Hamad Ali Al Marri and Mr Diniz. He was given no reason for being requested to take leave and was upset by it.

28. Meanwhile his brother, Nazim Omara, had been in prison since about 17 November. After Nazim Omara's solitary confinement ended, the applicant visited him daily. So far as he was aware, no charge had been brought against Nazim Omara. He was upset that his brother was in prison. He was not aware of anything to justify the imprisonment.

29. The applicant said that he forwarded his brother's note only to his three colleagues. He did not speak to them about the note before or after having forwarded it. They were close friends and he chose them carefully. They were not friends of his brother. It was his idea to forward the note to them. He knew his brother's note had been sent to the QFC. When he received the note he was shocked. He had nothing against the Bank and was angry only with those who had taken control of the Bank. He sent the note to his colleagues because he believed they should know Nazim Omara's side of the story. He was concerned that the employees of the Bank might be misinformed.

30. The applicant was also concerned to hear that Mr Nasir Al Marri had made a remark that "tribal laws" would now be followed in the Bank. Moreover, Nazim Omara had been kept in solitary confinement without justification and without any charge being brought against him. The applicant himself was on compulsory leave, hindering him from communicating with colleagues. He denied that he was simply trying to make trouble for Dr Al Marri. If he had wanted to do so he would, for example, have forwarded the note to the press. He resented what had happened to Nazir Omara: it was unfair.

31. On 22 December 2009 the applicant reported to the QFCRA that the Bank had failed to restore his exit visa. Mr Rushdi Abdelhadi of the QFCRA advised him to approach the Bank. The same day, the applicant asked Mr Hamad Ali Al Marri for his exit visa to be restored and told Mr Hamad Ali Al Marri he had informed the QFCRA. The applicant was told to return in two days for a decision. When he returned to the Bank on 24 December, he was handed the dismissal letter, which had been signed by Dr Ali Al Marri on 23 December. The applicant considered his dismissal was due to his having informed the QFCRA about the visa.

32. Mr Qasim was called to give evidence for the Bank. He is a career Banker. He said that he had been invited to enter into employment with the Bank as its CEO. As that had not yet been approved by the QFCRA, he was engaged as Senior Advisor to the Board from 6 December 2009. In about the second week of Mr Qasim's engagement he was made aware that the applicant was seeking to have his exit visa restored. Mr Qasim then learnt that the applicant was on "gardening leave". His immediate impression was - why should he not get the exit visa?

33. Mr Qasim asked whether the Bank still needed the services of the applicant. Mr Qasim's recommendation was that, since the Bank had two senior members of IT staff, and it was hardly possible that the Bank would get back to normal operations in a short time, the Bank could make do with just the more senior of the two. This was part of a move to a skeleton staff. In Mr Qasim's view, it was a matter for the Chairman to decide.

34. Mr Qasim thought that Mr Chaudhry had presented the applicant's email of 25 November 2009 to him, saying that he might be interested in it. The email certainly did not make any particular impression on him at the time, and Mr Qasim did not inquire into whether the note forwarded by the applicant was important. It was not the focus of his attention. Mr Qasim understood that the applicant's "dissemination of information" was taken into account by the Bank "in the balance, who to keep and who to let go". He went on to say that he understood that the applicant would be given one month's notice of the termination of his employment. Indeed, he said that this was his understanding of the effect of the letter of termination of 23 December. The letter from the Bank to the applicant dated 30 December had been prepared following consultation with its legal advisers. Mr Qasim explained that he believed the termination would be made in accordance with the Employment Regulations and the Bank's Handbook and that there would be no summary dismissal.

35. Mr Hoyle tendered a short signed written statement by Dr Ali Al Marri, the Bank's Chairman. However, Dr Ali Al Marri was not available to give evidence as he was at a meeting elsewhere. Mr Hoyle invited the Court to give the written statement such weight as it thought fit. There were no other witnesses.

The Bank's Submissions

36. In his closing submissions, Mr Hoyle maintained that the applicant's employment had been validly terminated under Art 15 of his contract of employment. Article 15 states:

> "After successful completion of the Probation Period and notwithstanding other provisions of this Agreement, each party has the right to terminate this Agreement at any time by giving one calendar month's prior written notice. Notice will be deemed to have been received on the date of actual personal hand delivery to his/her immediate manager or within five working days of posting to each party's address listed above, whichever is the earlier.

> The Bank shall be entitled to dismiss the Employee at any time without notice (or payment in lieu of notice) and with immediate effect, including but not limited to the following circumstances, if the employee:
> (1) commits a breach that is considered to be serious and or material, which is to be determined at the sole discretion of the Bank; or
> (2) commits a breach of the Bank's policies; or
> (3) ceases to be entitled to work in the State of Qatar".

37. Mr Hoyle further submitted that the termination of the applicant's employment could be ascribed to either the first paragraph of Art 15 or to Art 15(1) in the second paragraph. No employee had an unlimited tenure of employment. The Bank was therefore entitled to terminate the applicant's employment without notice or cause, subject only to its obligation to make payment in lieu of notice. It was of no moment that payment was not offered in the letter of 23 December 2009. It sufficed that one month's payment was offered in the letter of 30 December.

38. In the alternative, the Bank was entitled to terminate without notice or payment in lieu if there had been gross misconduct on the part of the applicant. That gave the Bank an automatic right to terminate his employment. So long as there was no undue delay – and none had occurred in this case – the Bank could feed its claim of gross misconduct back to the dismissal.

39. Part of the written statement of Mr Qasim, on which he was not cross-examined, was that the note forwarded by the applicant on 25 November:

> "contained allegations of a serious kind against the Chairman of the Bank. In my experience as a Banker, this sort of allegation has a very bad effect on staff and reputation of the Bank and its management".

Mr Hoyle emphasised that Dr Ali Al Marri had been impugned as Chairman. The applicant had not investigated his brother's claims before he forwarded the note. It was a case of serious breach by the applicant of his contract of employment or gross misconduct on his part. If the Bank could not rely on Art 15, it could invoke Art 24 of the Employment Regulations (referred to below).

Reasoning

40. On the evidence before us, the letter of 23 December 2009 terminated the applicant's employment without notice or offer of payment in lieu. In other words, it was a summary dismissal purportedly pursuant to Art 15(1). We reach that conclusion on the plain words of the letter which ended the applicant's employment on the day it was received by him. We reject the submission that dismissal could somehow be converted into a termination under the first part of Art 15 by the letter of 30 December. The applicant treated the letter of 23 December as summary dismissal, which he was entitled to do. Moreover, the letter of 30 December underlined the summary nature of the dismissal by spelling out that it was for gross misconduct. The offer of payment merely referred to an alternative means by which the Bank might have terminated the applicant's employment, but which it did not choose to invoke.

41. Did the forwarding by the applicant of his brother's note amount to gross misconduct on his part? Mr Hoyle rightly accepted that this was a matter to be determined by the Court and not the Bank. This is because of the operation of Arts 8 and 24 of the Employment Regulations. Article 8 states as follows:

> (1) The requirements set out in these Regulations are minimum requirements and a provision in an agreement to waive any of these requirements, except where expressly permitted under these Regulations, has no effect.
> (2) Nothing in these Regulations precludes an Employer from providing in any contract of employment, terms and conditions of employment that are more favourable to the Employee than those required by these Regulations.

Article 24 (1) provides that an employer may terminate an employee's entitlement in specified circumstances. The only ground identified in Art 24 (1) relevant to the present case is sub-para (K) which permits termination of employment if "the Employee has otherwise engaged in gross misconduct".

42. Article 24 plainly envisages an objective assessment of whether there has been a material breach of contract or gross misconduct on the part of an employee. It may be noted in passing that, for this reason, the assertion in paragraph 16 of the Bank's written submissions of that the materiality of a breach is to be determined at the sole discretion of the Bank is misconceived. If that is what is intended by Art 15 (1) of the applicant's

contract of employment, it is not compatible with Art 24, which establishes minimum entitlements that cannot be diminished by a contract of employment.

43. In dealing with the issue of misconduct, we found the applicant to be open, careful, and plainly an honest witness. Mr Qasim in the witness box also was an honest and open witness, who assisted the Court. We accept their evidence as reliable.

44. Although the question of gross misconduct is a matter for the Court, it is of some importance to consider how the Bank regarded the forwarding of Nazim Omara's note by the applicant. The Court has not had evidence as to how the letter of 23 December 2009, or, for that matter, that of 30 December, came to be written; nor has the Bank led evidence as to the making of any decision which resulted in the letters being written. However, it is plain that the essential reason why the Bank terminated the applicant's employment when it did was the need to reduce staff, given that the Bank was unable to operate for the foreseeable future. At its highest, the forwarding of the note by the applicant was no more than one of a number of factors that the Bank weighed in the balance in choosing which of the two IT personnel to retain and which to terminate. That much is clear from the evidence of Mr Qasim. It is in line with paragraphs 19 and 20 of the Bank's Amended Defence where it is stated that, being unable to maintain the current level of staff employment:

> "the Bank accordingly terminated the Applicant's employment 10 days following the conclusion of the QFCRA's investigation..."

45. In these circumstances, Mr Qasim expected, not surprisingly, that the applicant would receive payment in lieu of notice and would not be summarily dismissed. Mr Qasim's expectation at the time cannot be squared with the bald assertion in Dr Ali Al Marri's written statement that:

> "The Applicant's employment was terminated for gross misconduct in accordance with Article 15 of his Employment Contract. The Applicant's official letter of termination dated 23 December 2009 reflects this".

While Dr Ali Al Marri said that he considered the forwarding of the note to be gross misconduct, there is nothing to indicate when he formed that view. As Mr de Lacy pointed out, if the forwarding of the note was

regarded before the letter of 23 December 2009 as gross misconduct, it is remarkable that some six weeks had elapsed since it had been passed out to Mr Chaudhry on 25 November. It made no particular impression on Mr Qasim when he was shown it by Mr Chaudhry. The remarks of Dr Ali Al Marri on which Mr Hoyle relied seem to relate to the content of the note, as opposed to its transmission, and are not directed to anyone's state of mind at the time of the applicant's dismissal on 24 December. We therefore cannot attach any weight to his written statement.

46. As regards the circumstances of the transmission, it is important, in our view, to bear in mind that the applicant was not the author of the note but that he merely transmitted it. He forwarded it only to three colleagues who were close friends, as opposed, for example, to seeking publicity for it. He plainly thought that his brother had been unjustly and harshly treated. In particular, his brother had been denied the opportunity to answer his accusers and to express his opposition to the way in which he had been ousted and control of the Bank had been taken over by others. The applicant himself had been, as he saw it, compelled to keep away from the Bank and had lost his exit visa, both without explanation. As we have noted, we were unimpressed by the attempts of Mr Hoyle to cast doubt on the applicant's credibility or reliability.

47. Lastly, the extent of any effect on the reputation of the Bank has to be considered against the background of the state of its standing in the light of the need for the then current investigation. In its final Decision Notice of 3 March 2010, the QFCRA listed the Bank's failings and contraventions, which were numerous and extremely serious, including a lack of integrity. Thus, the Bank had no valuable reputation left.

48. We should add two further comments. First, we have not found it necessary to discuss in any detail certain passages in the Bank's Staff Handbook and its Policies and Procedures to which we were referred by Mr de Lacy and Mr Hoyle. It is sufficient for us to say that, treating them as no more that statements of the practice which employees can expect will be followed, it is remarkable that the applicant was not given the opportunity of being heard before he was summarily dismissed. Secondly, we do not consider that the provision for the protection of whistleblowers in Art 30 of the contract of employment (to the same effect as Art 16 of the Employment Regulations) has a bearing on the case of the

applicant. He was not bringing a complaint to the attention of persons who were to be expected to investigate it.

49. For all the reasons stated we are satisfied that the applicant's dismissal was unlawful, and make a declaration to that effect.

Conduct of the Proceedings

50. The further conduct of the proceedings must take account of the fact that the Court made an order on 6 June 2010 winding up the Bank. The parties will need to consider the effect of Art 82 (1) of the Insolvency Regulations which provides that:

> "When a winding up order has been made, no action or proceeding shall be proceeded with or commenced against the company or its property, except by leave of [the Court]."

51. We propose the following directions:

    1. The applicant's written submissions as to

        (a) the costs of the proceedings relating the question of summary dismissal (including the application for summary judgment); and

        (b) the further conduct of the proceedings in regard to all monetary claims relating to the applicant's summary dismissal, including the extent to which such claims are agreed and, if not, the means by which they should be adjudicated, to be filed and served no later than 14th June.

    2. The Bank's submissions by the Liquidators in response be filed and served no later than 21 June 2010

Applicant's Representatives

Richard de Lacy QC
Prudence van der Craats

Bank's Representatives

Mark Hoyle
Stefan Jung
Claire Clutterham
Messrs Al Tamimi & Co

Dates of Hearing

30, 31 May and 5 June 2010

Date of Judgment

7 June 2010

DIGITALLY SIGNED AND VERIFIED
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