



محكمة قطر الدولية  
ومركز تسوية المنازعات  
QATAR INTERNATIONAL COURT  
AND DISPUTE RESOLUTION CENTRE

**In the name of His Highness Sheikh Tamim bin Hamad Al Thani,  
Emir of the State of Qatar**

**Neutral Citation: [2026] QIC (F) 38**

**IN THE QATAR FINANCIAL CENTRE  
CIVIL AND COMMERCIAL COURT  
FIRST INSTANCE CIRCUIT**

**Date: 28 June 2026**

**CASE NO: CTFIC0056/2025**

**AHMED MOHAMED SALEH**

**Claimant**

**v**

**NEXUS FINANCIAL SERVICES WLL**

**Defendant**

**AND**

**CASE NO: CTFIC0059/2025**

**AHMED MOHAMED SABRA**

**Claimant**

**v**

**NEXUS FINANCIAL SERVICES WLL**

**Defendant**

AND

CASE NO: CTFIC0060/2025

DINO ADRIANO PALAZZI

Claimant

v

NEXUS FINANCIAL SERVICES WLL

Defendant

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JUDGMENT

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Before:

Justice Sir William Blair

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**Order**

1. The Defendant's application for summary judgment is dismissed.
2. The costs of the application are reserved.

**Judgment**

**Introduction**

1. This "reverse" summary judgment application dated 13 April 2026 (the '**Application**') by the Defendant arises out of claims by 8 Claimants against the Defendant, Nexus Financial Services WLL ('**Nexus**'), their financial adviser. The Application is made pursuant to article 22.6 of the Rules and Procedures of this Court (the '**Rules**'), read with paragraph 3 of Practice Direction No. 2 of 2019 on Summary Judgment (the '**Practice Direction**').

2. The cases have many features in common, but there are also significant differences on the facts. The Court has dealt with the matter on a consolidated basis with pleadings in a form that has sought to establish the common issues and minimise duplication. The cases accordingly have proceeded as Consolidated Actions under a Litigation Consolidation Order, the first of its kind in this Court. This form of procedure can be used in other cases where there are multiple claimants.
3. Five of the cases have now settled. The Application is as to the claims brought against it by the three remaining Claimants, Mr Ahmed Mohamed Saleh, Mr Dino Adriano Palazzi and Mr Ahmed Mohamed Sabra.
4. The Application is advanced on two self-contained grounds:
  - i. First, that the claims brought by Mr Saleh and Mr Palazzi are time-barred pursuant to article 108 of the QFC Contract Regulations 2005 (the ‘**Contract Regulations**’) and article 11.2 of the Rules, on the basis that they were brought more than six years after the relevant causes of action accrued.
  - ii. Second, that the claims brought by Mr Sabra have no real prospect of success because, even on his own pleaded case and evidence taken at their highest, the Defendant had no involvement with the investment which is the subject of his claims.
5. For the reasons which we now explain, the Court refuses the Application. For the avoidance of doubt, this ruling does not determine any question of fact or any substantive question of law. It determines only that the claims are not suitable for summary disposal at this stage.

### **The parties**

6. The Defendant Nexus is a financial services company and insurance broker registered in the Qatar Financial Centre (‘**QFC**’) and regulated by the QFC Regulatory Authority (‘**QFCRA**’) as an insurance mediation business.
7. The Claimants are individual retail investors who each entered into Terms of Business agreements (‘**TOBs**’) with Nexus for the provision of investment advice and insurance

mediation services: Mr Saleh entered into TOBs with Nexus on 7 January 2018, Mr Palazzi entered into TOBs with Nexus on 30 April 2018, and Mr Sabra entered into TOBs with Nexus on 17 September 2021.

### **Procedural history**

8. Each of the Claimants filed separate claim forms on 30 October 2025. The individual claims were subsequently consolidated by order of this Court dated 14 December 2025. A Consolidated Particulars of Claim was filed on 25 November 2025 pursuant to the Court's earlier order.
9. Nexus filed a Consolidated Defence on 29 January 2026, denying all claims. The Claimants filed a Consolidated Reply on 26 February 2026, and Nexus filed a Consolidated Rejoinder on 25 March 2026.
10. Originally, as stated, eight Claimants brought claims against Nexus. The Court understands that five of those Claimants have reached a settlement with Nexus and are not the subject of the present Application. The claim now proceeds in respect only of Mr Saleh, Mr Palazzi and Mr Sabra.
11. The Application was filed on 13 April 2026, supported by the witness statement of Mr Jonathan Brooks of counsel at Al Tamimi & Company. The Claimants filed written submissions in response on 12 May 2026, together with the witness statement of Mr Sabra dated 11 May 2026. Both parties filed skeleton arguments dated 14 June 2026 for the hearing, which took place remotely on 21 June 2026.
12. The Court is grateful to counsel for their helpful and well drafted submissions, which valuably shortened the hearing and assisted the Court.

### **The claims**

13. The Claimants' case, in broad summary, is as follows.
14. Each Claimant is a retail customer contracted with Nexus for investment advice and insurance mediation services. The Claimants allege that Nexus failed to discharge its regulatory and contractual duties in relation to those services and that consequently they suffered loss.

15. In particular, the Claimants allege that Nexus:

- i. failed to collect sufficient or accurate information about each Claimant as part of the ‘Know Your Client’ process;
- ii. recommended to the Claimants that they invest into Exchange Traded Funds, but instead invested or procured the investment of the Claimants’ monies into complex structured products (‘**Structured Products**’), which are said to have been high-risk, auto-callable instruments (a practice described by the Claimants as a “*bait and switch*”);
- iii. failed to provide suitable advice and/or suitability reports for the investments into the Structured Products; and
- iv. failed to provide product disclosure and fact sheets related to the Structured Products.

16. On this basis, the Claimants bring three causes of action:

- i. breach of contract, being breach of the express and implied terms of the TOBs, under QFC law;
- ii. breach of regulatory duty, relying on the QFCRA Conduct of Business Rules (‘**COBR**’) rule 2.7.1(1) (Handling of Errors) and the Consumer and Investor Protection Rules 2019 (‘**CIPR**’) rule 3.8.8, the latter of which confers upon persons who have suffered loss as a result of a contravention by a firm of a relevant requirement in relation to a regulated activity the right to apply to this Court for a restitution order; Counsel for the Claimants explained at the hearing that these breaches include those set out in paragraph 34 of the Consolidated Particulars of Claim which (broadly) track the points set out in paragraph 15 above; and
- iii. negligence, said to arise from common law principles and from articles 199, 201(1) and 253 of the Qatar Civil Code. Counsel for the Claimants said at the hearing that this claim will no longer be pursued.

17. As regards the investments which are the subject of the Application:

- i. Mr Saleh invested \$147,000 through an Executive Investment Bond/Old Mutual International wrapper into a Structured Product known as a ‘Causeway High Income Triple Note (UBS) April 2018’ on 27 April 2018.
  - ii. Mr Palazzi invested \$514,000 through a similar wrapper into a Structured Product known as a ‘Credit Suisse Global Income Note’ on 25 October 2019.
  - iii. Mr Sabra invested \$685,000 through a ‘Capital Redemption Personal Investment Management Service’ wrapper product into a Structured Product known as a ‘Credit Agricole Climber Reload Autocall Note on Intel Corp et al’ on 16 November 2021.
18. The Claimants contend that the Structured Products subsequently underperformed or failed to meet their “*trigger*” levels, resulting in substantial losses of principal and missed growth opportunities compared to the ETFs originally recommended.
  19. The Claimants rely on the ruling of the Appellate Division of this Court in *Ahmed Al-Khateeb v Nexus Financial Services WLL* [2024] QIC (A) 6, in which the Court found systemic deficiencies in Nexus’s advisory practices in materially similar circumstances.

## **The Defence**

20. Nexus denies all the claims. Its case, in broad summary, is as follows.
21. As to the substantive merits, Nexus contends that it fully complied with its regulatory and contractual obligations in relation to KYC processes, the provision of advice as to product suitability, and the provision of product disclosure and fact sheets. Nexus denies that it engaged in any “*bait and switch*” and says that, to the extent the Claimants did invest in the Structured Products, those investments were made by the Claimants without Nexus’s involvement. Nexus says it had neither the power nor any incentive to unilaterally invest the Claimants’ funds in Structured Products, and that its fees were calculated by reference to the amounts invested in the wrappers, not what was subsequently invested through them.
22. As to the causes of action, Nexus also contends that the Claimants cannot bring freestanding claims in tort or negligence because the governing law is QFC law, and

the Qatar Civil Code provisions relied upon do not apply. As noted above, this point is no longer pursued by the Claimants.

23. The Application, however, does not ask the Court to engage with the substantive factual merits of the claims and defences. It is limited to the two self-contained grounds identified in paragraph 2 above.

### **The applicable legal principles**

#### The test for summary judgment under the Rules

24. Article 22.6 of the Rules provides that “*the Court may, if it considers that justice so requires, give summary judgment on a claim or defence or on any issue*”. That provision is supplemented by paragraph 3 of the Practice Direction, which (so far as relevant to this case) provides that the Court may give summary judgment against a claimant if (a) it considers that the claimant has no prospect of succeeding on the claim or issue, and (b) there is no other compelling reason why the case or issue should be disposed of at a trial (the Court notes that “*no other compelling reason*” is erroneously stated in the Practice Direction as a ground for giving summary judgment, whereas it applies as a discretionary reason for withholding summary judgment. The position is accurately set out at paragraph 8.6 of *Azmeh & Nicol on the Law and Practice of the QFC Civil and Commercial Court and Regulatory Tribunal*).
25. The approach which this Court takes to applications for summary judgment was set out in *Akram Hidri v Qatar Financial Centre Authority* [2024] QIC (F) 46 at paragraphs 14-15. The Court will consider whether the defence (or in this case the claim) has a realistic, rather than a fanciful, chance of success, and in considering this question, it will not conduct a “*mini-trial*”. On the other hand, this does not mean that the Court is prevented from examining and assessing the evidence before it (*Giwa v Jnxf Ltd* [2025] EWCA Civ 961 at paragraph 33, *King v Stiefel* [2021] EWHC 1045 (Comm) at paragraph 21). The fact that the case involves large sums of money is not a reason for withholding summary judgment if the criteria are otherwise met.
26. Similar principles are established in the jurisprudence of the courts of England and Wales, which goes back many years. In *Easyair Ltd v Opal Telecom Ltd* [2009] EWHC 339 (Ch) at paragraph 15, the judge summarised the relevant principles, including the

important caution that the Court should hesitate about making a final decision without a trial, even where there is no obvious conflict of fact, where reasonable grounds exist for believing that a fuller investigation into the facts would add to or alter the evidence available to the trial judge and so affect the outcome. But where the application gives rise to a short point of law or construction, and the court is satisfied that it has all the evidence necessary for the proper determination of the question and that the parties have had an adequate opportunity to address it in argument, the court should “*grasp the nettle and decide it*”.

27. However, as the court emphasised in *AK Investment CJSC v Kyrgyz Mobil Tel Ltd* [2011] UKPC 7 at paragraph 84:

*... the general rule is that it is not normally appropriate in a summary procedure (such as an application to strike out or for summary judgment) to decide a controversial question of law in a developing area, particularly because it is desirable that the facts should be found so that any further development of the law should be on the basis of actual and not hypothetical facts.*

#### **Ground 1: limitation (Mr Saleh and Mr Palazzi)**

28. Nexus contends that the claims of Mr Saleh and Mr Palazzi are plainly time-barred and for this reason should be dismissed summarily. Nexus advances this ground by reference to both the contractual claims and the regulatory/negligence claims.

#### The contractual claims and the concealment question

29. Article 108 (Limitation) of the Contract Regulations provides as follows:

*(1) An action for breach of any contract must be commenced within six years after the cause of action has accrued. By the original agreement the parties may reduce the period of limitation to not less than one year but may not extend it.*

*(2) A cause of action occurs when the breach occurs, regardless of the aggrieved party's lack of knowledge of the breach.*

30. This may be read with article 11.2 of the Rules (Applicable Law) which provides that:

*Proceedings must be initiated within six years from the date the cause of action arose unless otherwise stipulated by another law.*

31. Mr Saleh invested in the relevant Structured Product on 27 April 2018, and his claim was issued on 30 October 2025, that is, more than seven years later. Mr Palazzi invested on 25 October 2019, and his claim was also issued on 30 October 2025, that is, a matter of days outside the six-year period. Mr Saleh and Mr Palazzi accept that their claims for breach of contract are *prima facie* out of time bearing in mind article 108(2) of the Contract Regulations.
32. The Claimants nevertheless contend that their contractual claims are not time-barred because QFC law should be held to recognise a “*concealment exception*” to the operation of the limitation period. Their case is that Nexus deliberately concealed from them the facts relevant to their causes of action, in particular, the nature and risks of the Structured Products and the fact that those products were materially different from the investments recommended in the Suitability Reports. They rely on the following principal arguments:
- i. that common law jurisdictions all provide for the postponement of limitation periods where a cause of action has been concealed;
  - ii. that the Appellate Division of this Court in *Manan Jain v Devisers Advisory Services LLC* [2024] QIC (A) 2 endorsed the principle that this Court should develop the QFC Regulations by reference to English law as modernised by relevant statutes;
  - iii. that there are compelling policy reasons for such a principle, including the preservation of the integrity of the Court’s process and the prevention of a defendant profiting from its own wrongdoing; and
  - iv. that the historical origins of the concealment exception in English law pre-date its statutory codification in section 32 of the Limitation Act 1980 and were themselves the product of judicial development.
33. Nexus opposes this and submits that the argument is hopeless and should be rejected summarily relying on the following principal arguments:
- i. The starting point must be the statutory language, which must bear its ordinary and grammatical meaning. The plain meaning of article 108 is that a claim must

be brought within six years of the date of breach, and article 108(2) expressly provides that the cause of action accrues “*regardless of the aggrieved party’s lack of knowledge of the breach*”.

- ii. The QFC legislature had the opportunity to include postponement provisions and did not do so.
- iii. Reliance on foreign jurisdictions is “*not the correct approach*” to the interpretation of QFC Regulations, per *Chedid & Associates Qatar LLC v Said Bou Ayash* [2015] QIC (A) 2 at paragraph 18.
- iv. The Claimants’ position “*runs a coach and horses*” through the express wording of article 108(2) because it would allow a claimant to rely on lack of knowledge to extend the limitation period, despite the statute providing that knowledge is irrelevant.
- v. Even if a concealment exception were recognised, the Claimants could with reasonable diligence have discovered the alleged switch of investments, and this is simply an example of the fact that the scope of any such exception is a matter of some complexity, has not been defined by the Claimants or otherwise, and cannot be defined except by statute.

#### Discussion and conclusion on contractual claims and the concealment question

34. The Court recognises the force of Nexus’ submissions, not least because it is not a Court of inherent jurisdiction, but derives its jurisdiction from statute. Nevertheless, the Court is not persuaded that this question of law is suitable for determination on a summary basis at this stage for the following reasons.

- i. Whether QFC law recognises a principle akin to the postponement of limitation on the ground of concealment is a novel question of importance. So far as the parties are aware, and so far as the Court is aware, this question has not previously been determined by this Court. It is a question that engages the relationship between the express provisions of the Contract Regulations and broader principles of QFC law, and it raises issues about the extent to which this Court may develop, or interpret, the QFC Regulations by reference to general

principles — a matter on which the Appellate Division has given some guidance in *Manan Jain*, but which must be applied to the specific and distinctive statutory language of article 108, and the application of which will depend on the facts.

- ii. The question is not straightforward. The Court accepts that Nexus advances strong arguments rooted in the express language of article 108(2), but is not able to say that the Claimants’ case is fanciful. The Claimants point to a long-established principle, with deep roots in common law jurisdictions, that a party who has concealed facts relevant to a cause of action should not be permitted to rely on the effluxion of time that the concealment itself has brought about. The question of whether any such principle forms part of QFC law, and if so, in what form and subject to what qualifications, is a question of some complexity. The law on postponement of limitation periods remains in active development in England and Wales, as illustrated by the decision of the UK Supreme Court in *Test Claimants in the FII Group Litigation v Revenue and Customs Commissioners* [2020] UKSC 47; [2022] AC 1, albeit in the context of section 32(1)(b) (mistake) in which the court revisited the meaning and application of the postponement provisions in section 32(1) of the Limitation Act 1980. The position under section 32(1)(b) in the case of deliberate concealment has recently been considered by the UK Supreme Court in *Canada Square Operations Ltd v Potter* [2023] UKSC 1; [2024] AC 679. It is the kind of “*controversial question of law in a developing area*” which, as the court observed in *AK Investment* at paragraph 84, is not normally appropriate for summary determination.
- iii. Moreover, were such a principle to be recognised as available in limitation cases, its application to the facts of this case would itself raise disputed questions requiring determination as to what was concealed, by whom, when, and in what circumstances. These are matters on which disclosure and oral evidence may well be necessary. It is desirable that any development of the law on this point should proceed on the basis of actual, rather than hypothetical, facts.

35. The Court therefore declines to determine the concealment question on the summary judgment Application.

### Accrual of the Regulatory Claims

36. As to the regulatory claims, a further dispute arises as to when those causes of action accrued for the purposes of article 11.2 of the Rules. Nexus contends that damage was suffered, and the causes of action accrued, at the point of investment, relying on English authorities including *Haward v Fawcetts* [2006] 1 WLR 682, *Shore v Sedgwick Financial Services Ltd* [2008] EWCA Civ 863 and *Shokrollah-Babae v EFG Private Bank Ltd* [2023] EWHC 3270 (Ch).

37. The Claimants contend that financial loss and therefore actionable damage only crystallised at the point when the investment matured or the loss was actually realised, relying on *Nykredit Mortgage Bank v Edward Erdman* [1997] 1 WLR 1627. If the Claimants are correct, their claims would fall within the six-year period.

38. The Court observes that the English authorities on the date of accrual of damage in negligent investment advice cases are not all one way. The question of when a claimant suffers actionable loss depends on the particular facts and the nature of the transaction in question. There is at least an arguable distinction between cases where the claimant receives a different and less advantageous asset from the outset (as in *Shore*) and cases where the claimant was induced to enter a transaction that may or may not result in loss depending on subsequent events (as discussed in *Nykredit*). The characterisation of the Claimants' loss in this case will depend upon findings of fact as to the nature of the investments, the circumstances in which they were made, and the respects in which they are said to have been unsuitable.

39. In these circumstances, the Court considers that the application of the limitation defence in respect of the regulatory claims is somewhat complex, and best decided when the facts are ascertained.

### **Ground 2: Nexus's alleged non-involvement with Mr Sabra's investment**

40. Nexus contends that Mr Sabra's claims should be dismissed summarily because, even taken at their highest, Nexus had no involvement with his investment in the Credit Agricole Climber Reload Autocall Note in November 2021.

41. Nexus relies on the following facts, which are said to be established on the face of the pleadings and the evidence:
- i. Mr Sabra's own evidence is that all his dealings in 2021 in relation to his investment in the Structured Product were with Mr Veiss.
  - ii. Mr Veiss resigned from his employment with Nexus on 25 January 2020 with immediate effect, a fact which has been recognised in previous authorities involving claims against Nexus, including *Al-Khateeb* at paragraphs 7 and 31. Mr Sabra accepts this fact.
  - iii. Mr Veiss had therefore not been employed by Nexus, and had no authority to act on its behalf, for over 18 months when he allegedly dealt with Mr Sabra in September and October 2021.
  - iv. Mr Sabra placed the dealing instructions himself, without copying Nexus, and Mr Vohra (who was a Nexus employee) had no knowledge of the transaction.
42. The Claimants resist this ground. Mr Sabra's evidence is that he understood Mr Veiss to be acting on behalf of Nexus and understood him to be authorised so to act. The Claimants contend that the question of whether Mr Veiss had ostensible or apparent authority to act on behalf of Nexus at the material time is a question of fact which cannot properly be resolved without the benefit of disclosure and oral evidence.
43. In this regard, Nexus objected that the issue of ostensible or apparent authority is not pleaded by the Claimants. The Claimants responded that the relevant pleading relies on agency, a term that includes ostensible or apparent authority. This is sufficient for present purposes but, in the Court's view, the pleading should be clarified in this respect.
44. The Court is not satisfied that the case against Mr Sabra justifies summary judgment. Although Nexus advances a forceful case on the undisputed facts, in particular Mr Veiss's resignation from Nexus some 18 months before the relevant dealings, the question of whether a person in Mr Sabra's position was entitled to rely on Mr Veiss as acting on behalf of Nexus raises issues of ostensible authority which are inherently fact-

sensitive. Whether Mr Veiss held himself out as acting for Nexus; whether Nexus took any steps to inform clients that Mr Veiss was no longer associated with it; whether Mr Veiss continued to use Nexus's materials, branding, or systems; and whether Mr Sabra's understanding was objectively reasonable are all matters on which Mr Sabra has not yet had the benefit of disclosure, and on which his evidence has not been tested by cross-examination.

### **Case management considerations**

45. The Court identifies a further reason which reinforces the conclusion reached on each of the above grounds. Even if the Court were otherwise persuaded that one or more of the specific grounds advanced by Nexus had some force, it would in the exercise of its discretion have declined to grant summary judgment in the circumstances of this case.
46. As to Ground 1, the Application seeks summary judgment on limitation in respect of the contractual claims of Mr Saleh and Mr Palazzi based on article 108(2) of the Contract Regulations. But even if those contractual claims were held to be time-barred, the regulatory claims brought by the same Claimants would not be disposed of. Those claims are subject to different limitation frameworks, namely article 11.2 of the Rules where however the accrual question is disputed. The Court has declined to determine those questions summarily. The consequence is that, even on the most favourable view of Nexus's case on Ground 1, the claims of Mr Saleh and Mr Palazzi would proceed to trial on the regulatory causes of action, and the same underlying facts, viz the nature of Nexus's advisory practices, the circumstances in which the Structured Products came to be purchased, and the adequacy of disclosure, would require investigation at trial in any event.
47. These claims were consolidated by order of this Court dated 14 December 2025, precisely because they arise out of the same alleged pattern of advisory conduct by Nexus, rely on the same or closely analogous regulatory framework, and raise common factual issues. As to Ground 2, if Mr Sabra's claims were dismissed, the claims of Mr Saleh and Mr Palazzi would in any event proceed to trial on those common issues. The determination of Mr Sabra's claims in isolation would not materially reduce the scope or cost of the proceedings; it would merely remove one party from a trial that must take place in any event. The Court has also had regard to the principle that summary disposal

of single issues should be approached with caution where a full trial involving overlapping evidence and cross-examination will be required in any event: see *Partco Group Ltd v Wragg* [2002] EWCA Civ 594. In multi-party litigation, the Court must aim to do justice as between all parties involved in the case, and the existence of similar issues which remain to be tried may itself constitute a compelling reason not to enter summary judgment: see *Iliffe v Feltham Construction Ltd* [2015] EWCA Civ 715. Where determination of an issue before trial would have the consequence only that there is one fewer issue for trial, summary judgment may not be appropriate: see *ADL Advanced Contractors Ltd v Patel* [2021] EWHC 220 (Comm).

### **Case management going forward**

48. After counsel's submissions, the Court deliberated and concluded that the Defendant's Application would not be granted. As is the practice in such eventualities, the Court considered the future management of the case. Counsel agreed that the substantive hearing should be listed for two days with a day in reserve (and the Court agrees). In terms of dates, the Court expressed the wish for as early a hearing as possible, which the parties supported.
49. The issue of expert evidence was mentioned both as to the suitability and quantification of loss, should that question arise. The Court expressed (and repeats) its preliminary view that suitability is a question of fact which the Court itself can resolve. Any application to rely on expert evidence must be made and determined in accordance with the Rules and the Court's applicable procedural guidance. Expert evidence is not to be treated as routine; it should be permitted only where it is necessary to assist the Court on matters outside ordinary judicial experience and should be confined to the issues on which such assistance is required. Quantification of loss may be a matter of calculation on various assumptions which could be agreed between the parties. Since experience shows that obtaining expert evidence can be time-consuming and expensive, the Court suggests that the parties first agree whether expert evidence is necessary at all, and, if so, the precise discipline, issues, number of experts, timetable, and form of report. This will affect the timing.
50. The other steps are the standard steps in a disputed claim; mutual disclosure of documents so far as required, factual witness statements, and pre-hearing submissions,

plus chronology and dramatis personae and an agreed list of issues (if agreement can be easily reached, otherwise the Claimants and Defendant should produce their own). Submissions should probably be sequential in this case.

### **Disposition**

51. For the reasons set out above, the Application is refused.
52. As regards costs, the Claimants seek their costs of the Application on the grounds that they were successful, and there is no reason why costs should not follow the event. The Defendant says that the hearing would have been necessary in any event as a case management conference, and it resulted in the abandonment of the Claimants' negligence claim in tort.
53. The Court accepts that the Claimants were successful on the Application and that the general rule is that costs follow the event. However, the Court considers that the question of costs is more appropriately determined in the light of the overall outcome of the proceedings at trial. In particular, the extent to which the issues addressed at the hearing have ultimately affected the disposition of the case can be more accurately assessed at that stage. In those circumstances, the appropriate order is that the costs of the Application be reserved.

**By the Court,**



**[signed]**

**Justice Sir William Blair**

A signed copy of this Judgment has been filed with the Registry.

Representation

The Claimants were represented by Mr Mubarak Wassem of Essex Court Chambers (London, UK), instructed by Eversheds Sutherland (International) LLP (Doha, Qatar).

The Defendants were represented by Mr Alastair Tomson of 4 Stone Buildings, instructed by Al Tamimi & Company (Dubai, UAE).