

Service of claim documents within the jurisdiction and abroad Q&A: Dubai International Financial Centre

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DIFC-specific information setting out the framework for service of claim documents (in relation to domestic and foreign proceedings) within the jurisdiction, and service of claim documents outside the jurisdiction.

Starting civil proceedings

1. How are civil proceedings commenced in your jurisdiction? Do the rules permit the filing of documents containing the details of claim electronically?

The Dubai International Financial Centre (DIFC) Court of First Instance has the jurisdiction to hear claims in the following cases:

- Civil or commercial cases and disputes involving the DIFC, or involving:
 - any entity or business established, licensed, registered or authorised to carry on business or activities in the DIFC (centre establishments); or
 - any of the DIFC bodies (centre bodies).
- Civil or commercial cases and disputes arising from or related to a contract concluded or a transaction concluded by any centre establishments or centre bodies.
- Civil or commercial cases and disputes arising from or related to a contract that has been executed or a transaction that has been concluded, in whole or in part, in the DIFC or an incident that has occurred in the DIFC.
- Any application over which the DIFC court has jurisdiction in accordance with DIFC laws and regulations.

(Article 19, DIFC Law 10 of 2004.)

The DIFC Small Claims Tribunal has the jurisdiction to hear:

- Any claim aims under AED500,000.
- Claims up to a value of AED1,000,000 (or up to any value, in the context of a labour claim) if all parties have chosen the jurisdiction of the DIFC Small Claims Tribunal.

(Rule 53.2, Rules of the DIFC Courts (RDC).)

Civil proceedings are commenced in the DIFC courts by issuing a claim form. Depending on the nature of the claim, the claim form may be filed under:

- Part 7 of the RDC, if the claim involves a substantial dispute of facts.
- Part 8 of the RDC if the claim does not involve a substantial dispute of facts.

As set out in Practice Direction 2 of 2019 on the DIFC Courts Fees Amendment, the court fee payable for a Part 7 claim is as follows:

Claim value	Fee
Up to and including USD500,000	5% of the value of the claim and/or the property with a minimum of USD1,500
USD500,000 to USD1 million	USD25,000 + 1% over USD500,000
USD1 million to USD 5million	USD30,000 + 0.5% over USD1 million
USD5 million to USD10 million	USD50,000 + 0.4% over USD5 million
USD10 million to USD50 million	USD70,000 + 0.15% over USD10 million
Over USD50 million	USD130,000

The court fee for a Part 8 claim or an unquantified claim is USD5,000.

Procedural formalities and documents to be filed in the court

The claim form should contain:

- Details of the parties (name and contact details).
- A brief description of the claim.
- The value of the claim.
- The nature of remedy sought.

The claim form may be accompanied by the particulars of claim or may contain a statement that the particulars of claim will be served if the defendant files an acknowledgement of service indicating its intention to defend the claim.

Filing claim documents in paper form or electronically

The Claim Form can be filed online via the DIFC courts' eRegistry (<https://eregistry.difccourts.ae/>).

Part 1 – Domestic rules on service of claims

2. Are there any civil procedure rules or laws that govern the process of service of claim documents within the jurisdiction and abroad?

The relevant rules on service of the claim form and other claim documents are set out in Part 9 of the RDC. In summary, the court recognises service by way of any of the following methods:

- Personal service, where a document is left with the person to be served.
- Courier (or alternative service which provides for delivery on the same or next working day).
- Leaving the document at specified locations (this includes, for example, the usual or last known residence of an individual, or the place of business of a corporate entity).
- Electronic service (where there is agreement among the parties).
- Any other method specified for service as expressly agreed by the parties by contract.

Service within the jurisdiction

3. Who effects service on a defendant within the jurisdiction? Is there a time limit within which the claim documents must be dispatched for service? Are the documents containing the details of the claim (such as the statement of claim) served on the defendant at the same time as the court notice/summons?

Service by court or claimant

Generally, service is effected by the claimant or the claimant's legal representatives.

The court may effect the service of a court document following an application by a claimant to do so in exceptional circumstances.

If service is to be effected by court or other method not specified above, the claimant must make an application (which may be made without notice) supported by evidence stating both:

- The reason an order for an alternative method of service is sought.

- What steps have been taken to serve by other permitted means.

Time limit for dispatching claim documents

The time for service of the claim form within the DIFC is four months from the date of issue of the claim form (*RDC 7.20(1)*).

Court notice and statement of claim: served together or separately

If the particulars of claim are not included with the claim form, they must be served within 28 days of the defendant filing its acknowledgement of service indicating the defendant's intention to defend the claim (*RDC 7.31(2)*).

Methods of service within jurisdiction

4. What methods of service are legally permitted in your jurisdiction? Can service be effected using post services and electronic means of communication (such as fax or email)?

Permitted methods of service

Service may be effected by the claimant by:

- Courier.
- Electronic communication (subject to an agreement or consent by the defendant to do so).
- Personal service.
- Leaving the document at specified locations.
- Any other method contractually agreed by the parties.

Service of the claim form cannot be effected on the legal representative of the defendant unless the legal representative specifically agrees to accept service.

Service using post services and electronic means of communication (such as fax or email)

Service may be effected electronically.

Where a document is to be served by electronic means:

- The party who is to be served, or that party's legal representative, must previously have expressly indicated in writing to the party serving:
 - that they are willing to accept service by electronic means; and
 - the fax number, email address or electronic identification to which service should be sent.
- The party seeking to serve the document should first seek to clarify with the party who is to be served whether there are any limitations to the recipient's agreement to accept service by these means, including the format in which documents are to be sent and the maximum size of attachments that may be received.

(RDC 9.3.)

Address for service

5. Are there any rules in your jurisdiction which deal with where the defendant can be served? What happens when the defendant refuses to accept service, cannot be found or where the address of the defendant is unknown or cannot be ascertained?

Rules on address

A party must give an address for service. A physical address in Dubai or the UAE will not be required if an email address is given.

Where the defendant refuses to accept service or the address is unknown

Under RDC 9.19, where the defendant refuses to accept service or the address is unknown, the document must be sent or transmitted to, or left at, the appropriate location, as follows:

Nature of party to be served	Place of service
Individual	Usual or last known residence.
Proprietor of a business	<ul style="list-style-type: none"> • Usual or last known residence; or • Place of business or last known place of business.
Individual who is suing or being sued in the name of a firm	<ul style="list-style-type: none"> • Usual or last known residence; or • Principal or last known place of business of the firm.
Corporation incorporated in the DIFC, other than a company	<ul style="list-style-type: none"> • Principal office of the corporation; or

	<ul style="list-style-type: none"> Any place within the DIFC or Dubai where the corporation carries on its activities and which has a real connection with the claim.
Company registered in the DIFC	<ul style="list-style-type: none"> Principal office of the company; or Any place of business of the company within the DIFC or Dubai which has a real connection with the claim.
Any other company or corporation	<ul style="list-style-type: none"> Any place within the DIFC or Dubai where the corporation carries on its activities; or Any place of business of the company within the DIFC or Dubai.

Personal service

6. Is personal service considered mandatory under any circumstances? How is personal service effected on different type of legal entities such as an individual, a company, partnership (including limited partnership)? Is the use of private process servers to effect personal service considered legally valid in your jurisdiction?

Personal service: mandatory

Personal service is just one form of service which a party may utilise, and is not mandatory (see [Question 4](#)).

Personal service on different categories of defendant

Entity to be served	Means of effecting service
An individual	Leaving it with that individual.
A minor	Service on one of the minor's parents or guardians. If there is no parent or guardian, the person with whom the minor resides or in whose care the child is.
A public officer or government/state body	There are no specific rules concerning personal service on a public officer or government body.
A sole proprietor	Service on the sole proprietor.
A partnership	Service on one of the partners.
A registered company or corporation	Service on any person holding a senior position within the company or corporation, which includes a: <ul style="list-style-type: none"> Director. Treasurer.

	<ul style="list-style-type: none"> • Secretary. • Chief executive. • Manager. • Other officer of the company or corporation.
An unregistered company	Service on any person holding a senior position within the company.
A limited liability partnership	Service on either: <ul style="list-style-type: none"> • A partner. • A person who, at the time of service, has the control or management of the partnership business at its principal place of business.
Private process servers	There are no specific rules in this regard.

Date of service

7. When is service deemed to be effected within the jurisdiction? Is it the date of dispatch or actual receipt of service? Do any of these dates have bearing on the limitation period for starting court proceedings and for determining the time frame for the next step (for example, the defendant's response or defence)?

Deemed service

Deemed service depends on the method of service. A document's day of service will be considered to be as follows (*RDC 9.27*):

Method of service	Considered day of service
Courier (or an alternative service which provides for delivery on the same or next working day)	The second business day (that is, normal working day in the DIFC) after the date it was sent.
Delivering the document to or leaving it at a permitted address (including personal service)	If it is delivered, left or transmitted on a business day, before 4pm on that day.
Fax or other electronic method	In any other case, on the business day after the day on which it is delivered, left or transmitted.

Date of service and limitation period for starting court proceedings

Generally, the day a document is deemed served would be the relevant date for calculation of any limitations.

Date of service and defendant's response/defence

The defendant's response is due as follows from the date of deemed service:

- A defendant must file an acknowledgement of service indicating their intention to defend the claim or challenge the court's jurisdiction, or indicating their acceptance of the claim, within 14 days from the date of deemed service of the claim form (*RDC 11.6*). This is a general rule, and may vary if the claim form is served out of the jurisdiction, or where the court orders otherwise.
- The general rule is that the period for filing a defence is:
 - 14 days after service of the particulars of claim.
 - If the defendant files an acknowledgment of service, 28 days after service of the particulars of claim (*RDC 16.9*).

In the case of *Ali Mohammed Salem Abu Adas (2) Mohammed Jawdat Ayeshe Mustafa Al Bargouthi v Bankmed (SAL) trading in the DIFC under the Trade Name Bankmed (Dubai) DIFC [2019] CA 001*, the court clarified that the 28 days provision under sub-rule (2) of RDC 16.9 only applies where the claim form includes the particulars of claim and the defendant has filed an acknowledgment of service. Where the claim form does not include the particulars of claim, the defence must be filed within 14 days from filing the particulars of service.

The parties may agree to extend the time for filing the defence by up to 28 days (*RDC 16.11*).

Service on the defendant's agent or solicitor

8. Can service be effected on the defendant's agent or lawyer within your jurisdiction? Is the permission of the court required in such cases?

Service may be effected on a legal representative of the defendant if the legal representative specifically accepts service on behalf of the defendant.

However, the court's permission would be needed to serve on an agent of the defendant.

Service under a contractually agreed method

9. Do the civil procedure rules in your jurisdiction allow parties to contractually agree on a method or place of service?

The RDC accepts service by a contractually agreed method. A suggested clause is as follows:

[Party 2] irrevocably appoints [NAME] of [ADDRESS] [FAX NUMBER] as its agent to receive on its behalf in [COUNTRY/JURISDICTION] service of any legal proceedings to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by [Party 2]) and shall be valid until such time as [Party 1] has received prior written notice that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in [COUNTRY/JURISDICTION], [Party 2] shall forthwith appoint a substitute acceptable to [Party 1] and deliver to [Party 1] the new agent's name and address [and fax number] within [COUNTRY/JURISDICTION].

[Each party OR [Party 1] OR [Party 2]] irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this agreement or its subject matter or formation being served on it in accordance with the provisions of this agreement relating to service of notices of claims. Nothing contained in this agreement shall affect the right to serve process in any other manner permitted by law.

Service on foreign companies within the jurisdiction

10. Can overseas companies be validly served claim documents if they have a branch office or a place of business within your jurisdiction? Are there any other ways in which foreign companies can be validly served within your jurisdiction?

Yes, service on the branch would be sufficient. Further orders as to how service is to be effected may be given by the court, depending on the circumstances.

Service on a government body or public officer

11. Are there any special rules in relation to service of proceedings on a government/state body or public officer?

The following rules apply in relation to the service of proceedings on DIFC bodies (*RDC Part 41*):

Centre/Body	Person(s) to be served	Address for service	Manner in which service is accepted
The DIFC Authority and its entities.	Legal department.	Level 14, The Gate, PO Box 74777, Dubai.	Courier or hand delivery.
The Dubai Financial Services Authority	Legal department.	Level 13, The Gate, PO Box 75850, Dubai.	Courier or hand delivery.
DIFC courts	Government of Dubai Legal Affairs Department.	Not specified in the RDC.	Not specified in the RDC.
All other government departments	Attorney General.	Public Prosecution Dubai, PO Box 13571, Dubai.	Courier or hand delivery.

Difficulties in service

12. What happens when the claimant is unable to serve the claim documents on the defendant despite repeated attempts? Under what circumstances can the court dispense with the requirement of service and give judgment where the claim documents have not been served?

The court may dispense with service on a without notice application made by the claimant with reasons as to why the court should dispense with service or make an order for alternate service (*RDC 9.34; RDC 9.35*).

Statutory time limit

13. Is there a statutory time limit within which service may be effected within the jurisdiction and abroad? Can this time limit be extended by the courts? On what grounds will the court normally grant an extension of time?

Time limit to serve defendant within jurisdiction and abroad

The time limit for service of the claim form is:

- Within the DIFC, four months from the date of issue of the claim form.
- Outside the DIFC (or Dubai), six months from the date of issue of the claim form.

(*RDC 7.20.*)

Extension of time limit

The claimant may apply for an order extending the period within which the claim form may be served.

Grounds for extension

Where an application is made within the specified time limit, the court would consider practical issues affecting successful service (such as service in foreign jurisdictions in accordance with foreign laws) when making an order to extend the time period.

Where an application is made outside the time limit, the claimant must, in addition to the above grounds, also show that both:

- The claimant has taken all reasonable steps to serve the claim form but has been unable to do so.
- The claimant has acted promptly in making the application.

(RDC 7.23.)

Proof of service

14. Where service is being effected by the claimant/plaintiff, what are the requirements in relation to filing evidence (or proof of service) that each party or person was properly served with the claim documents?

Service is proven by filing a certificate of service (confirmed by a statement of truth) with the court, confirming the method of service.

Part 2 – Service of domestic proceedings abroad

15. Can service of claim documents be effected outside your jurisdiction without the permission of the local court? Under what circumstances is the permission of the court required to serve proceedings abroad?

Given that much of the business in the DIFC is of an international nature, permission to serve process outside the DIFC is not required. However, it is the responsibility of the party serving process to ensure it complies with the rules of the place where it is seeking to effect service.

16. What are the permitted methods and procedure to effect service of domestic proceedings in a country with which your jurisdiction has no treaty or convention in place?

N/A (see [Question 15](#)).

Part 3 – Service of foreign proceedings

17. Is your jurisdiction party to any international instrument(s) on service of claims abroad? Where no international instrument applies, what is the procedure to effect service in your jurisdiction if a foreign party obtains permission from its local courts to serve proceedings on a party in your jurisdiction?

International instruments on service of claims

The UAE is **not** party to:

- The EU Service Regulation (1393/2007).
- The Hague Service Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (the Hague Service Convention).

Service of foreign proceedings where no international instrument applies

The DIFC Court Registrar may effect service of foreign proceedings in the DIFC through the bailiff if the Registrar receives a written request for service from either:

- A consular or other authority.
- The Governor of the DIFC, with a recommendation that service should be effected.

18. How long does it normally take to successfully serve foreign proceedings in your jurisdiction? Do time-frames differ depending on the international instrument under which service has been effected in your jurisdiction, and the method or procedure used?

Given the ease of service of foreign proceedings via the DIFC Court Registrar as described in [Question 17](#), it would be faster to serve by this method without relying on international instruments.

Service could be effected within the DIFC in three to four weeks of the application being made.

The Hague Service Convention

19. What is the name and address of the Central Authority designated to receive requests coming from other contracting states of the convention in your jurisdiction?

The UAE is not a party to the Hague Service Convention.

20. Are there any national rules or laws that govern the service of claims abroad in accordance with the Hague Service Convention?

The UAE is not a party to the Hague Service Convention.

21. Do the courts in your jurisdiction consider email service comprises service "out of" the jurisdiction when serving a defendant in a member state?

The UAE is not a party to the Hague Service Convention.

22. For obtaining a default/ex-parte judgment under Article 15 due to non-appearance of the defendant, what is considered "sufficient time" for the defendant to defend in your jurisdiction?

The UAE is not a party to the Hague Service Convention.

23. Provided that the conditions (a) to (c) of the second paragraph of Article 15 have been fulfilled, can a default/ex-parte judgment be passed by the courts in your jurisdiction **without** proof of service from the destination state's Central Authority?

The UAE is not a party to the Hague Service Convention.

24. What is considered "reasonable time" within which the defendant may file an application to vacate the default/ex-parte judgment (*second paragraph, Article 16*)?

The UAE is not a party to the EU Service Regulation.

The EU Service Regulation

25. What are the reservations, declarations and notifications made by your jurisdiction under the EU Service Regulation?

The UAE is not a party to the EU Service Regulation.

26. Are there any national rules or laws that govern the service of claims abroad in accordance with the EU Service Regulation?

The UAE is not a party to the EU Service Regulation.

27. For obtaining a default/ex-parte judgment under Article 19(1) due to non-appearance of the defendant, what is considered "sufficient time" to enable the defendant to defend in your jurisdiction?

The UAE is not a party to the EU Service Regulation.

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