

# Litigation and Enforcement in the United Arab Emirates: Overview

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A Q&A guide to dispute resolution law in the United Arab Emirates.

The country-specific Q&A gives a structured overview of the key practical issues concerning dispute resolution in this jurisdiction, including court procedures; fees and funding; interim remedies (including attachment orders); disclosure; expert evidence; appeals; class actions; enforcement; cross-border issues; the use of ADR; and any reform proposals.

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## Main Dispute Resolution Methods

1. What are the main dispute resolution methods used to resolve commercial disputes?

Commercial and civil disputes in the United Arab Emirates (UAE) are generally resolved through litigation or arbitration. Litigation in the on-shore courts remains the "default" method of dispute resolution in the UAE.

Arbitration is a popular way to resolve disputes. The UAE is a signatory to the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (*New York Convention*).

Parties have, however, increasingly opted to refer disputes to the Dubai International Financial Centre (DIFC) courts and the Abu Dhabi Global Market (ADGM) courts (which are common law, English language courts established by law in the Emirates of Dubai and Abu Dhabi respectively).

Conciliation and mediation are less common, although there appears to be some momentum towards mediation, with the introduction of Federal Decree-Law No. 40 of 2023 on Mediation and Conciliation in Civil and Commercial Disputes.

In Dubai, the Centre for the Amicable Settlement of Disputes (CASD) (established pursuant to Dubai Law No. 16/2009 (later repealed by Dubai Law No. 18/2021)) requires disputes of a certain nature (such as claims for under AED500,000) to first be referred to the CASD to attempt settlement before litigation can commence. Disputing parties can also elect to approach the CASD before instituting court proceedings.

## General Overview and Court Structure

The UAE is a federation of seven emirates. All member emirates, except for Abu Dhabi, Dubai and Ras Al Khaimah, are part of a federal judicial system. Abu Dhabi, Dubai and Ras Al Khaimah have independent judicial systems. In every emirate, the court system consists of the:

- Court of First Instance.
- Court of Appeal.
- Court of Cassation (however, Ras Al Khaimah does not have a Court of Cassation). In the federal judicial system, the final appeal is to the Union Supreme Court seated in Abu Dhabi.

## Legal System

The legal system in the UAE is based on the UAE *Constitution 1971* (Constitution). The individual member Emirates have sovereignty over their own territories in all matters not in the exclusive jurisdiction of the federation, as set out in the Constitution.

The civil law system and the sharia (see below, *Sharia Law*) are the main sources of legislation (Constitution).

## Civil Law System

The UAE (save for DIFC courts and ADGM courts) operates under a civil law system and statutes are the primary source of law. Judgments of the higher courts are not binding on the lower courts (although they can be a useful guide and often cited in support of a position). Each case is decided on its own merits and facts.

In 2021, amendments were introduced to Federal Law No. 11/1992 which identified conflict with "judicial principles" as a ground on which a Court of Cassation judgment (which is ordinarily unappealable) can be appealed. These provisions were retained in Federal Decree-Law No. 42/2022 Promulgating the Civil Procedure Code (*Civil Procedure Law*). Further, in 2019, the UAE formed a High Judicial Commission to establish unifying precedents across the various judicial systems of the UAE. This is widely considered as a step towards recognition of judicial precedent in the UAE legal system.

All court proceedings are in Arabic. All non-Arabic documents filed in court by the litigants must be translated into Arabic by a translator licensed by the Ministry of Justice.

The judicial system is inquisitorial in nature. The judge investigates the facts (generally through a court appointed expert) and apply the law to the facts in reaching a judgment. There is no concept of a jury trial.

All proceedings in UAE civil matters are based on the written pleadings supported by documentary evidence. In general, there is no, or very limited, oral hearing in civil cases. There is a widespread practice for both the federal and the Dubai Courts to refer matters to court-appointed experts for findings of fact in various areas (see *Question 18*).

Experts' reports are not binding and can be challenged by the parties, but they are usually considered persuasive by the courts.

Oral evidence can only be given to establish a fact in a civil case with the permission of the court and the right to cross-examine witnesses. Witness testimony is admissible in criminal cases, and in civil cases where the value of the claim does not exceed AED50,000, and it can be oral or written (see *Question 18*).

## Sharia Law

Broadly, the *sharia* is a body of religious, ethical and legal rules.

Sharia is founded on concepts of justice and equity, and the practical result in commercial matters is often the same as would be reached under Western law. For example, sharia strives to give effect to the intention of the parties in contract matters. However, the parties' intention may be differently construed by jurists in the two systems. For example, one scholar has argued persuasively that in many cases traditional sharia would release the parties to a contract from performance for reasons of changed circumstances or frustration of purpose, where English law would bind the parties to their contract.

## **Dubai International Financial Centre (DIFC)**

The DIFC has its own body of laws, with an independent judicial authority and courts which deal with matters arising in the DIFC. The DIFC has a common law judicial system, and proceedings are conducted in English.

Although the jurisdiction of the courts was initially limited to the geographical area of the DIFC, Dubai Law No. 16 of 2011 allows the DIFC courts to hear local or international cases and to resolve commercial disputes with the consent of all parties.

The Ruler of Dubai (by way of Dubai Decree No. 29/2024) established the Judicial Authority for Resolving Conflicts of Jurisdiction between DIFC courts and judicial bodies in the emirate of Dubai to resolve conflicts of jurisdiction between the Dubai Court and the DIFC courts.

See also [Question 27](#).

## **Abu Dhabi Global Market (ADGM)**

The ADGM is another financial free zone in Abu Dhabi which has its own body of laws, with an independent judicial authority and courts which deal with matters arising in the ADGM.

The foundation of the civil and commercial law in the ADGM is provided by the Application of English Law Regulations of 2015 which makes English common law (including the rules and principles of equity) directly applicable in the ADGM.

See also [Question 29](#).

Unless expressly set out, this Q&A does not cover DIFC courts and ADGM courts.

## **Court Litigation**

### **Limitation Periods**

2. What limitation periods apply to bringing a claim and what triggers a limitation period?

Federal Law 5/1985 regarding civil transactions (*Civil Code*) contains general rules relating to limitation periods. In general, a claim is time-barred after 15 years, unless a specific provision states otherwise. However, there are many exceptions to the general rule. Several statutes contain specific limitation periods for different types of dispute. In addition, there are specific provisions dealing with time bars under Federal Decree-Law 50/2022 On the Promulgation of the Commercial Transactions Law (*Commercial Transactions Law*).

Subject to the exceptions, the limitation periods are generally:

- 15 years for contract disputes.
- Five years for commercial contracts that are subject to the Commercial Transactions Law.
- Three years for commercial agency contracts.
- Three years for disputes relating to bills of exchange, and against the drawee relating to cheques.
- Three years for insurance disputes.
- One year for maritime insurance.
- Three years for causing harm (tort).
- Ten years for building contracts (defects).
- One year for employment-related disputes.

There is no single rule as to what triggers a limitation period. In some instances (such as claims under a bill of lading), the limitation period is triggered by the cause of action. In other instances (such as employment matters, commercial agency contracts and charterparties), the limitation period commences from the end or termination of the relevant contract.

## Court Structure

3. In which court are commercial disputes usually brought? Are certain types of disputes allocated to particular divisions of this court?

Generally civil, commercial and maritime cases are heard by the civil courts, consisting of:

- Three judges in the Court of First Instance.
- Three judges in the Court of Appeal.
- Five judges in the Court of Cassation.

These judges may not have specialist knowledge of commercial matters.

The claimant can start proceedings by filing a claim in the Court of First Instance. If the parties reach a settlement during the proceedings, they record and sign its terms. This agreement is binding and enforceable.

In Dubai, the CASD (see [Question 1](#)) can hear, among others:

- Disputes for approval of amicable settlements and agreements determined in a decision of the President of the Court, regardless of the nature and value of the dispute.
- Disputes regarding division of joint funds.
- Disputes relating to debts up to a value of AED500,000 (except for substantive disputes involving financial facilities).
- Disputes where the parties have agreed to refer the matter to the CASD, regardless of the value of the dispute.
- Individual claims in relation to the appointment of experts before the Court of First Instance.
- Lawsuits where the court decides to refer the matter to the CASD, with the agreement of the litigants.

These disputes must be referred to the CASD before the parties can file for proceedings. The courts have the discretion to refer ongoing proceedings to the CASD, subject to the agreement of the parties. Limitation periods are suspended while the matter is before the CASD, and resume when the conciliation proceedings are concluded or when the matter is referred by the litigants to the court.

Disputes that do not fall within the jurisdiction of the court, labour disputes, disputes where the government is a party, interim orders and applications, summary proceedings, and personal status and family affairs disputes cannot be referred to the CASD.

Central Bank Decision No. 1659/2023 established an ombudsman unit (Sanadak) for consumer complaints relating to insurance and banking disputes.

Rental disputes in Dubai that relate to lease agreements with a term of less than ten years must be first referred to the Dubai Rental Disputes Centre.

Disputes arising from employment contracts must first be referred to the Ministry of Human Resources and Emiratisation, or its equivalent in free zones.

Bankruptcy courts were established under Federal Decree Law 51/2023 (Bankruptcy Law) and are hear disputes relating to bankruptcy. However, the procedure for initiating bankruptcy proceedings, as of the date of writing, remains the same as the procedure for initiating civil disputes.

## Rights of Audience

4. Which types of lawyers have rights of audience to conduct cases in courts where commercial disputes are usually brought? What requirements must they meet? Can foreign lawyers conduct cases in these courts?

## Rights of Audience/Requirements

Only Arab advocates (that is, UAE national lawyers and lawyers from certain other Arab countries satisfying specified criteria before a licence is issued) have rights of audience in the UAE. A party can represent itself in court.

In general, there is no oral hearing in civil cases (see [Question 18](#)). The case is conducted using written memoranda and documentary evidence, and the matter is often referred to an expert registered with the court (see [Question 19](#)). Oral evidence can only be given to establish a fact in a civil case with the permission of the court.

## Foreign Lawyers

Legal consultants are usually international law firms and foreign lawyers licensed to advise on UAE law, but are not permitted to appear in court. However, some foreign legal consultants are actively involved in litigation and often prepare all the submissions to be filed in court.

Depending on the amount of assistance provided by legal consultants, for example if preparation pleadings and work is outsourced to a law firm or foreign lawyer, advocates' fees may be considerably reduced.

A recent amendment introduced by Federal Decree-Law No. 34/2022 Regulating the Advocacy and Legal Consultancy Professions (Legal Professions Law) permits foreign lawyers to apply for registration with onshore UAE courts, provided that they meet the criteria set out in the Legal Professions Law, which includes (among others) proficiency in English, a clean criminal record, a law degree from a recognised institution and 15 years of legal experience.

Foreign lawyers can appear before the DIFC and the ADGM courts provided that they are adequately licensed and are granted the rights of audience.

## Fees and Funding

5. What legal fee structures can be used? Are fees fixed by law?

Fees are not fixed by law. Lawyers usually charge a fee which is calculated as a percentage of the amount of the claim. For example, the fee charged for acting in the Court of First Instance does not usually exceed 10% of the claim amount (although there is no cap on the amount that can be charged). The percentage rate typically charged depends on the following factors:

- The amount of the claim.
- The complexity of the matter.
- Whether the services of legal consultants are used (see [Foreign Lawyers](#)).

Additional fees are usually charged for acting in the:

- Court of Appeal (usually an additional 50% of the fee charged for acting in the Court of First Instance).
- Court of Cassation (usually an additional 25% of the fee charged for acting in the Court of First Instance).

Additional fees are usually charged for acting in relation to a counterclaim or if an application for provisional relief is filed.

Lawyers sometimes charge hourly rates.

Before October 2022, contingency fee arrangements were not permitted. However, the Legal Professions Law allowed the use of contingency fee arrangements, provided that the fees payable do not exceed 25% of the claim value.

6. How is litigation usually funded? Can third parties fund it? Is insurance available for litigation costs?

## Funding

Commercial litigation is usually funded by the client personally.

There is no prohibition on third-party funding, and such funding has generated a great deal of interest following guidelines issued by the DIFC and ADGM Courts.

The 2022 DIAC Rules and arbitrateAD Rules have introduced provisions with respect to third-party funding. For example, Article 22 of the 2022 DIAC Rules sets out the disclosure requirements and steps to be taken by parties who have entered into a third-party funding arrangement.

## Insurance

The practice of obtaining insurance to cover legal costs is not generally common or required. Such insurance is generally not cost-effective in the UAE.

## Court Proceedings

## Confidentiality

7. Are court proceedings confidential or public? If public, are the proceedings or any information kept confidential in certain circumstances?

Hearings are generally held "in public" (for exceptions to this rule, see [Question 9](#)). However, there are usually few or no oral hearings (see [Question 4](#)).

The public cannot inspect the court file (which contains a record of the proceedings, including pleadings, evidence and court orders).

Only the parties to the litigation and their lawyers have access to these records. Therefore, although all proceedings are in theory public, they remain virtually confidential in practice. There is also provision to exclude the public from the hearing, but only in exceptional circumstances.

## Pre-Action Conduct

8. Does the court impose any rules on the parties in relation to pre-action conduct? If so, are there penalties for failing to comply?

The Civil Procedure Code does not contain any provisions relating to pre-action conduct. However, in certain Emirates, commercial, employment and commercial agency disputes must be referred to a committee before a claim can be filed (see [Question 3](#)).

## Main Stages

9. What are the main stages of typical court proceedings?

## Starting Proceedings

Proceedings are started by filing a claim (or plaint) in the relevant court on payment of the court fee. On application by the claimant, the payment of court fees can be deferred in exceptional cases (for example, where the claimant is an accident victim).

Before initiating proceedings, the claimant must serve a notice of demand on the defendant if required under law. If a defendant does not understand Arabic, the claimant is required to attach a certified translation of the notice in English, unless otherwise agreed by the parties.

The court fee depends on the value of the claim, and is capped.

The court fees are as follows:



- In Dubai: 6% of the claim value, subject to a maximum of:
  - AED20,000, if the claim value is less than AED500,000;
  - AED30,000, if the claim value is between AED500,000 and AED1 million;
  - AED40,000, if the claim value is more than AED1 million.
- If provisional orders are sought, a further fee of 50% of the initial filing fee is payable, subject to a maximum of:
  - AED10,000, if the claim value is less than AED500,000;
  - AED15,000, if the claim value is between AED500,000 and AED1 million;
  - AED20,000, if the claim value is more than AED1 million.
- In the federal courts:
  - for claims below AED500,000, 4% of the value of claim;
  - for claims worth over AED500,000, is 4% for the first AED500,000 and 6% of the amount over AED100,000 (up to a maximum of AED45,000).

This fee is payable either on an application for provisional relief or on filing the substantive suit.

In Abu Dhabi: the court fee for civil or commercial claims is 5% of the claim value (up to a maximum of AED40,000).

- In Ras al Khaimah: 6% of the claim value, subject to a maximum of:
  - AED20,000, for claims up to AED500,000;
  - AED30,000, for claims between AED500,001 and AED1 million; and
  - AED40,000, for claims over AED1 million.;

The claim must:

- Meet procedural requirements.
- Include the names, addresses and email addresses of the parties to the action.
- Include details of the claim.

The court issues a summons with a hearing date endorsed on it for service on the defendant, with a copy of the claim and any supporting documents filed by the claimant. Documents in support of the claim are usually annexed to the claim and must be translated into Arabic.

The chairperson of the Federal Judicial Council or the president of the local judiciary can decide, on a case-by case basis, that the conduct of certain lawsuits and judgments issued should be in English (as provided in the Civil Procedure Law). Assistance

of an interpreter may also be used. In practice this has generally been used in certain specialised courts, such as the Abu Dhabi Inheritance Court Department.

The lawyers acting for the parties must be authorised by a duly executed power of attorney (PoA):

- If executed in the UAE, the PoA must be signed before a public notary.
- If executed overseas, the PoA must be duly notarised and authenticated by the UAE embassy or consulate in the country in which the PoA is executed. The PoA must then be duly authenticated by the UAE Ministry of Foreign Affairs and translated into Arabic by a translator licensed by the UAE Ministry of Justice.

## Notice to the Defendant and Defence

Notice to the defendant can be served by the court by email (or other means of modern technology agreed by the parties), by courier or through a court officer.

Service can also be effected by the claimant with the approval of the court.

The court officer requires the defendant (or an employee if the defendant is a corporate entity) to sign a copy of the summons acknowledging receipt or submit proof evidencing receipt of summons. If the court officer is unable to serve the defendant before the allocated hearing date, the court adjourns the case for another date. If personal service is not possible, provision is made for service by affixation and then publication.

If the proceedings are to be served on a defendant abroad, the summons are served by email with permission of the court, or by diplomatic channels. When the summons is served through diplomatic channels, this will be through the UAE Ministry of Justice and the UAE Ministry of Foreign Affairs to the UAE embassy in the country where the defendant is resident.

The defendant is generally represented by lawyers duly authorised by a PoA (see above, *Starting Proceedings*). If there is insufficient time for a PoA to be executed and filed, the lawyers can request an adjournment (which is usually granted) to file the PoA and the defendant's answer (that is, a response to the claim).

## Subsequent Stages

Once an answer has been filed, the trial is adjourned for the claimant to respond.

Pleadings are filed before the Case Management Office (CMO), where parties are generally given seven to ten days to respond to each other's pleadings. The parties are required to complete their pleadings in the CMO, and the CMO may appoint experts to assist in the case.

Once the parties have completed their pleadings, the CMO refers the matter to the court. Once the court believes that the case has been sufficiently pleaded, it reserves the matter for judgment.

The court (and sometimes the CMO) usually appoints an expert to assist it and usually accepts the expert's report (see *Question 19*).

## Interim Remedies

10. What steps can a party take for a case to be dismissed before a full trial? On what grounds can such applications be brought? What is the applicable procedure?

The Civil Procedure Law provides for a summary judgment procedure (also termed a Payment Order) where the following apply:

- A creditor's entitlement to payment is urgent and confirmed electronically or in writing.
- The claim is for a specified amount or a movable asset of a specified type and amount.

A demand for payment must be made to the defendant at least five days before submitting an application for summary judgment. Generally, the demand is issued through the Notary Public in Arabic or a bilingual format with Arabic. The amount claimed must be the same as set out in the demand for payment.

If the court gives summary judgment in favour of one of the parties, it endorses its order on one of the copies of the application for summary judgment. This is served on the defendant, who has 15 days to apply to have it set aside, if the value is less than AED50,000, setting out the relevant grounds. If the claim value is more than AED50,000, the defendant has 30 days to file an appeal, setting out detailed grounds for appeal.

Once the application to set aside is made, there is a full trial on the matter. All arguments are pleaded and the Court of First Instance adjudicates on all defences, including preliminary defences (such as jurisdiction, time-bar, and so on) in its final judgment.

A recent amendment to the Civil Procedure Law provided that civil and commercial claims of AED1,000,000 or less and claims challenging the validity of signatures must be heard by the minor circuit of the court and disposed of in one hearing. This hearing must be fixed by the CMO within 15 days of the case being registered. A further 15-day extension can be granted by the supervisory judge of the CMO, but no further extensions are permitted. If the court appoints an expert, a hearing must be fixed within three days of receiving the expert's report.

Except where the conditions set out above apply, there is no other provision for summary judgment.

11. Can a defendant apply for an order for the claimant to provide security for its costs? If so, on what grounds?

There is no provision requiring a party to provide security for costs and the courts do not make orders for security for costs..

12. What are the rules concerning interim injunctions granted before a full trial?

## Availability and Grounds

The main types of interim relief available to parties:

- Interim attachment orders (see [Question 13](#)).
- Travel bans.

## Standard of Proof

There is no prescribed standard of proof that must be met to successfully apply for injunctive relief, although, in practice, a strong *prima facie* case must be made on the basis of documentary evidence. The decision to award interim relief is at the discretion of the court hearing the application.

## Prior Notice/Same-Day

Applications for interim relief are made *ex parte*. The application is first filed before the CMO and can take up to five working days to register, after which the matter will be referred to a judge.

## Prohibitory and Mandatory Injunctions

Interim relief is granted in the form of attachment orders. Injunctions (either mandatory or prohibitory) are not available in the UAE.

## Right to Vary or Discharge Order and Appeals

Parties can seek to set aside interim *ex parte* orders by filing a petition. There is no set time limit to file and petitions are heard *inter partes*. A party seeking to appeal a decision on a petition can do so within ten days from the date of the decision. An order on a petition lapses if it is not executed within 15 days of its issuance.

A right to file an objection against orders is available to the party subject to the order, either before the same judge who issued the order, or before a competent court. The judgment issued with respect to such a petition is subject to appeal, unless the decision on the petition was issued by the Court of Appeal.

Where the petition was filed initially before the Court of Appeal, the petitioner has the right to appeal the decision before a different Court of Appeal judge. No further appeals are available.

Where interim orders are obtained under the Civil Procedure Law, the claimant must file a substantive suit on the merits within eight days of the interim order being granted. The defendant generally includes a request that the interim order be vacated. The judgment of the court is appealable in the ordinary way.

13. What are the rules relating to interim attachment orders to preserve assets pending judgment or a final order (or equivalent)?

## Availability and Grounds

The courts can make provisional orders, including provisional attachment of assets to secure a claimant's claim (attachment orders), where court is satisfied that there is both a:

- Prima facie case against the defendant for an ascertained sum.
- Risk that if the order is not granted the claimant may not be able to enforce any judgment subsequently obtained.

Factors considered by the court include whether the defendant has a stable residence in the UAE, if there is a risk that the defendant may conceal funds or a risk that debt securities may be lost or dissipated.

The courts can also grant a precautionary attachment with respect to debts of unspecified amount if the court can provisionally assess the debt owed to a party,

A provisional attachment order is akin to a summary procedure application, before the court of first instance, and is *ex parte* (without notice to the judgment debtor).

The application for an attachment order must be supported by documentary evidence and specify the assets sought to be attached. The court does not usually grant a general attachment order over unspecified assets. Where movables are to be seized, the person applying for the attachment order must provide a comprehensive description of the items they wish to seize as part of the attachment order (Civil Procedure Law) (see [Question 9](#)). However, as a matter of practice, at the claimant's request, the court at its discretion can request the Land Department or the UAE Central Bank to provide information on a defendant's assets.

Attachment orders are awarded at the judge's discretion. Evidence must be provided establishing that there is an imminent danger of assets being removed in a way that would negate the effect of any judgment subsequently obtained.

If an attachment order is granted, a substantive claim must be instituted within eight days of the order. If the attachment order secures claims made in foreign proceedings or a foreign arbitration, the substantive claim usually includes evidence of such proceedings and seeks only an order validating the attachment. It does not seek a judgment on the merits.

## Standard of Proof

There is no specific standard of proof that must be met. The decision is at the discretion of the court hearing the application.

## Prior Notice/Same-Day

Urgent relief applications (other than for the appointment of an expert to examine evidence that may be lost) are made *ex parte*. The application is first filed before the CMO, after which the matter will be referred to a judge.

## Main Proceedings

The main proceedings need not be in the same jurisdiction. When the defendant is in, or has any assets in, the UAE, an application can be made requesting summary and provisional relief (such as an attachment order) where UAE courts have no jurisdiction in the substantive dispute. Evidence that the substantive dispute has been filed in the relevant jurisdiction must be provided to court within eight days of the court granting the attachment.

## Preferential Right or Lien

Attachment does not create preferential rights or liens over the attached asset in favour of the claimant.

## Damages as a Result

The claimant is liable for damages if the order was obtained maliciously or with the intention of causing harm or damage to the defendant. However, the mere fact that an attachment order is subsequently vacated does not automatically make the claimant liable for damages. To succeed, it must be established that the claimant acted in bad faith, which is generally difficult to satisfy.

Even in a case of wrongful seizure of an asset, the aggrieved party is therefore not usually able to recover compensation, as bad faith is difficult to establish. However, there was a relatively recent decision of the Dubai Court in which damages were awarded for the wrongful arrest of a vessel under the Federal Maritime Law of 1981.

## Security

The court can, at its discretion, require the applicant to produce a bank guarantee, a letter of indemnity or other counter-security, before it makes an attachment order.

14. Are any other interim remedies commonly available and obtained?

In limited circumstances where there is a serious risk of the defendant leaving the country, the court can, on the claimant's application, make either or both of the following orders:

- An order prohibiting the defendant from leaving the country.
- An order requiring the defendant to surrender their passport. If the defendant fails to comply, the court can order that the defendant provides a guarantee to secure the claim and, that the defendant be detained in custody in the event of failure to comply.

The above orders can only be granted on the grounds that:

- The debt owed must be for a specified amount (for example, a claim for damages will not qualify), which is unconditional and at least AED10,000.
- There must be "serious reasons" to believe that the debtor is a flight risk.

The claim for payment must be supported by documentary evidence.

The applicant must submit a guarantee to the court to cover losses or damages the debtor may suffer if the application for a travel ban is later found to be wrongful.

The courts can also make urgent orders in certain circumstances. For example, if there is a risk that evidence may be destroyed, lost or removed from the jurisdiction, the court can appoint an expert to examine the subject matter and prepare a report. An application for this is made on notice to the respondent.

## Final Remedies

15. What remedies are available at the full trial stage? Are damages only compensatory or can they also be punitive?

The main remedy available in commercial disputes in practice is compensatory damages. Punitive damages are generally not awarded by the courts. The courts can also make an order confirming a right (for example, they can order the return of property).

There is no specific standard of proof that must be met to make a successful claim for damages. The decision to award damages is at the discretion of the court hearing the case.

If an attachment order has been granted earlier in the proceedings, the court in its final judgment makes an order confirming or discharging the attachment order.

The courts do not generally make orders for declaratory relief (for example, a declaration of status or a declaration that a person is entitled to a particular right) or grant relief in the form of permanent injunctions.

In contracts for the sale of immovable property in Dubai, specific performance to compel the sale is not available.

## Evidence

### Document Disclosure

16. What documents must the parties disclose to the other parties and/or the court? Are there any rules governing this procedure?

The Civil Procedure Law (see [Question 1](#)) introduced provisions which allowed parties to seek and obtain disclosure. Parties to a dispute can seek orders for disclosure, and the court can draw adverse inferences from a failure to comply with such orders, in addition to imposing fines. Before this law came into effect, there were very limited provisions for the disclosure of documents in the onshore UAE courts.

The application of these provisions is yet to be fully tested.

A request for the production of documents (document disclosure) can be submitted if:

- The requested documents are:
  - material to the party's case;
  - for the benefit of both parties or establish the parties' mutual obligations and rights;
  - relate to the underlying commercial transaction or are conducive to establishing the factual accuracy
- The law requires the other party to submit the documents.

For a request to be accepted by the UAE courts, the party submitting the request must submit:

- Clear and detailed identification of the requested documents.
- Evidence that the requested documents are in the other party's possession.
- The reason(s) for requesting production of the document(s).

The courts can reject a request for production of documents if compliance would result in the disclosure of a party's trade secrets or confidential information.

Where an order for production has been issued and has not been complied with, the judge can draw adverse inferences if a party refuses to disclose documents.

Where the court orders disclosure, such documents can be provided in electronic form.

Any expert appointed by the court (see [Question 19](#)) can also request copies of documents, but cannot compel a party to produce a document (Federal Decree Law 35/2022 ([Evidence Law](#))).

A party must present the evidence on which it relies on in support of its claims/defence. However, there is no obligation to disclose documents that are relevant or helpful to the other party.

No time limits apply.

## **Attorney-Client Privilege and Confidentiality**



17. Are any documents or communications privileged? If privilege is not recognised, are there any other rules allowing a party not to disclose a document?

## Privileged Documents

Communications between a UAE advocate and their client are privileged.

Internal communication between a party and its in-house legal advisers/counsel is not treated as a privileged communication, since the internal legal adviser is considered an employee of a party. In any event, disclosure obligations are very limited (see [Question 16](#)).

The concept of "without prejudice" correspondence is not recognised. Any correspondence marked "without prejudice" and brought into existence expressly for the purpose of furthering genuine settlement negotiations can be filed in court and relied on. Any admissions or offers made in this correspondence may be prejudicial to the party making the admissions or offers. Therefore, settlement negotiations are not usually documented.

## Other Non-Disclosure Situations

Lawyers must not disclose information provided by the client without the client's permission.

The Legal Professions Law precludes a lawyer from divulging a secret or testifying on facts or information that came to the lawyer's knowledge through their professional interactions with the client, unless the disclosure of such information prevents the perpetration of a crime.

## Witnesses and Experts

18. What are the rules in relation to witnesses and third party experts?

## Witnesses

### Probatory Value of Different Types of Evidence

Civil matters are based on written submissions supported by documentary evidence. The court does not generally hear oral arguments from the parties' lawyers. The case is determined on the basis of the written submissions and documentary evidence.

Although a witness statement can be filed in court, it has very little evidentiary value and is almost invariably challenged.

## Right to Cross-Examine

Oral evidence is not usually allowed and civil matters are based on written submissions and documentary evidence.

Witness testimony is admissible in criminal cases, and in civil cases where the value of the claim does not exceed AED50,000. It can be oral or written.

Claims whose value exceeds AED50,000 or whose value is not defined must be established through documentary evidence.

**Procedure.** If a party wishes to call a witness, an application must be made to the court. If an application is granted, the witness can be cross-examined. The judge closely supervises the witness testimony. Article 78 of the Evidence Law contains detailed provisions on the examination and cross-examination of witnesses, but these provisions are new and are yet to be tested.

Experts appointed by the courts can hear oral evidence without the need to administer an oath to the witness.

## Experts

### Appointment Procedure

Before the enactment of the Evidence Law, only experts registered with the UAE courts could be appointed in court proceedings. Parties now have the freedom to agree to appoint an expert who is not registered with the UAE courts, and international consultancy firms can act as experts.

The court can appoint an expert at any stage to investigate any matters in which the court considers it requires assistance. The court usually appoints an expert for findings of fact on a variety of issues including quantum, banking and technical matters such as construction and maritime.

In the absence of agreement or nomination by the parties, the court appoints the expert from a list of experts maintained by the court and the parties do not typically have control over who is appointed. It is difficult for the parties to reach agreement on the appointment of an expert, as any name that is suggested by one party is invariably treated with suspicion by the other party.

The expert's determination and assessment must be independent and free of bias.

### Role of Experts

The expert owes an overriding duty to the court (and does not represent the interests of any party) and is required to carry out all tasks in accordance with the mandate issued by the court. This includes:

- Holding meetings with the parties and their lawyers, and keeping minutes of these meetings.
- Accepting submissions from the litigating parties and other parties (if deemed necessary).
- Hearing oral evidence.
- Inspecting the accounting books, records, documents and papers of the parties.

- Arranging inspections at the parties' offices or other locations.

Once the expert has prepared and filed their report at court, a date is fixed for the parties to comment on the report. The expert's report does not bind the judge. However, the court usually adopts the expert's findings. If a court disagrees with the conclusions of an expert, it must provide reasons for diverging from the expert's findings in the judgment.

## Cross-Examination of Experts

As there are no oral hearings, the expert is not questioned by either party or the court. However, once the expert has filed the report, the parties are given an opportunity to comment on it by way of written submissions. If the court considers that the matter requires further investigation, it can refer the matter back to the expert, sometimes with specific directions to examine certain issues, or order that another expert be appointed to prepare a report, if deemed necessary.

## Fees

When making the order for appointing an expert, the court also orders one or both of the parties to pay an amount into court for the expert's fees. In the absence of a counterclaim by the defendant, the claimant is usually ordered to make the payment. The court can order further payments. The final judgment of the court contains a determination as to which party must pay the expert's fees.

## Appeals

19. What are the rules concerning appeals of first instance judgments in commercial disputes?

## Appellate Courts

An unsuccessful party has the right to appeal from the Court of First Instance to the Court of Appeal. There is a right of further appeal to the Court of Cassation on matters of procedural impropriety or a point of law, subject to certain monetary limits (among other things). Permission is not required.

## Grounds for Appeal

It is possible to appeal in relation to findings of both fact and law to the Court of Appeal. The Court of Appeal hears the dispute afresh and the parties can file further submissions and evidence. However, appeals to the Court of Cassation must be on the grounds of procedural impropriety or a point of law and no new submissions or evidence is permitted.

## Time Limit

The appeal to the Court of Appeal must be filed within:

- 30 days from the date on which the Court of First Instance delivers its judgment.

- 30 days from the date on which the judgment was served on the defendant, if the judgment was issued ex parte.

Although this time limit can be extended in limited circumstances, and at the discretion of the court, in practice an appeal is usually dismissed if not filed within the statutory timeframe.

The Court of Cassation can either give final judgment in the matter or remit the matter back to the Court of Appeal for further findings. If the case is remitted back to the Court of Appeal, there will be further hearings in the Court of Appeal and the parties again have a right to appeal to the Court of Cassation on a point of law.

## Class Actions

20. Are there any mechanisms available for collective redress or class actions?

The UAE courts do not have a mechanism for class or collective actions. Each claim must be filed separately.

Federal Decree-Law No. 33/2021 on Regulation of Labour Relations (*Labour Law*) sets out a mechanism for filing collective labour disputes where the subject matter of the dispute between the employer and its employees is of common interest to all of the employees (or a group of employees) (collective labour dispute).

## Costs

21. Does the unsuccessful party have to pay the successful party's costs and how does the court usually calculate any costs award? What factors does the court consider when awarding costs?

Costs in the UAE consist of legal fees and court fees. The courts generally only award nominal or token amounts in legal fees. These rarely exceed AED2,000, regardless of the fees actually incurred. However, the winning party can recover the court fees and the expert's fees (if any) (*see Starting Proceedings*). The court does not have a role in managing and/or controlling costs.

Interest is not awarded on costs.

## Enforcement of a Local Judgment

22. What are the procedures to enforce a judgment given by the courts in your jurisdiction in the local courts?

Once a final judgment is obtained, the judgment creditor is required to commence execution proceedings in the execution department of the courts of the relevant emirate. On execution proceedings being filed, the judgment debtor receives notice providing seven days to settle the debt or object to the execution. If the judgment debt is not settled within the seven days, execution procedures will commence.

The main ways to enforce a local judgment are through:

- Attachment and sale of the debtor's property (movables).
- Attachment of stocks, bonds and shares.
- Attachment and sale of real estate.
- Bankruptcy proceedings (this was unusual, but with the adoption of a new Bankruptcy Law, there may be more bankruptcy proceedings being filed).
- In exceptional circumstances, a travel ban and imprisonment of the defaulting debtor.

## Cross-Border Litigation

23. Do local courts respect the choice of governing law in a contract? If so, are there any national laws or rules that may modify or restrict the application of the law chosen by the parties in their contract? What are the rules for determining what law will apply in the absence of any agreement or to non-contractual claims?

## Contractual Choice of Law

Although UAE law recognises the principle of freedom of contract, foreign jurisdiction clauses are ignored by UAE courts, as these courts will assume jurisdiction as a matter of public policy if they have jurisdiction under UAE law. This is the case in the following circumstances:

- Any one or more of the defendants resides in the UAE.
- The subject matter of the dispute is within the UAE.

- Any part of the contract was executed or performed in the UAE.

In theory, an express foreign choice of law clause in a contract should be recognised by the UAE courts. However, in practice, the courts usually apply UAE law.

If a UAE court decides to apply foreign law in a particular case, that law must be proved to the court as an issue of fact. However, even if this is carried out, the foreign law can be ignored in practice. Further, even if a foreign law is applied, there is no assurance that a court will interpret it in a manner that is consistent with its application in the jurisdiction of origin.

There are certain areas of commercial dealing in which the courts do not uphold a foreign choice of law, including:

- Real property.
- Employment.
- Government contracts.
- Certain situations where goods have been carried by sea.
- Some insurance contracts.

## No Choice of Law and Non-Contractual Claims

UAE courts apply UAE law for all non-contractual claims and for contractual claims with no choice of law.

## Contractual Choice of Forum

24. Do local courts respect the choice of jurisdiction in a contract? Do local courts claim jurisdiction over a dispute in some circumstances, despite the choice of jurisdiction?

The UAE courts have jurisdiction to hear actions filed against both:

- UAE nationals.
- Foreign persons having a domicile or a place of residence in the UAE.

In certain circumstances, the UAE courts also have jurisdiction over actions against foreign persons who have no domicile or place of residence in the UAE (Civil Procedure Code). If the UAE courts consider that they have jurisdiction, they typically ignore a choice of jurisdiction clause.

The position is different if the contract provides for disputes to be referred to arbitration or if the DIFC Courts or the ADGM Courts have jurisdiction over the dispute. The UAE courts recognise these types of clauses and a court will decline to hear a

civil claim filed for a contract containing an arbitration clause, if the defendant relies on the arbitration clause before submitting any request or plea on the merits (UAE Arbitration Law).

The courts also ignore a choice of jurisdiction clause in certain types of commercial matters, including real property, employment and government contracts.

In practice, courts will assume jurisdiction, except where the DIFC courts or the ADGM courts have jurisdiction over a dispute or if the contract provides for disputes to be referred to arbitration.

## Service of Foreign Proceedings

25. If a party wishes to serve foreign proceedings on a party in your jurisdiction, what is the procedure to effect service in your jurisdiction? Is your jurisdiction a party to any international agreements affecting this process?

The Civil Procedure Law does not expressly address the service of foreign legal proceedings in the UAE. If the UAE is not a party to any bilateral or international treaties providing for a different process, the only recognised method of service of foreign legal proceedings is service in the manner set out for service of domestic UAE proceedings on defendants located overseas (see *Notice to the Defendant and Defence*). However, the parties can agree on a different mode of service (as set out in Article 10(6) of the Civil Procedure Law) .

The UAE is not a signatory to the *Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters 1965*. It has, however, signed bilateral treaties with various countries for judicial co-operation.

The UAE is a signatory to the Riyadh Arab Agreement for Judicial Co-operation 1983 (*Riyadh Convention*), to which several Arab countries have acceded. The courts give effect to any provisions contained in bilateral treaties or in the Riyadh Convention with regard to service of legal process, and the GCC Convention for the Execution of Judgments, Delegations and Judicial Notifications, 1996 (GCC Convention).

## Taking of Evidence for a Foreign Court Proceeding

26. What is the procedure to take evidence from a witness in your jurisdiction for use in proceedings in another jurisdiction? Is your jurisdiction party to an international convention on this issue?

The Civil Procedure Law does not contain any provisions for the taking of witness evidence for use in proceedings in another jurisdiction.

The Riyadh Convention (see [Question 25](#)) contains provisions relating to, among other things, the taking of evidence from witnesses for use in judicial proceedings in member states. The courts also give effect to the provisions of judicial co-operation treaties in relation to the taking of evidence.

## Enforcement of a Foreign Judgment

27. How are foreign judgments enforced in your jurisdiction?

### Enforcement

**Treaty countries.** The UAE has bilateral treaties with various countries, such as France, China, India, for judicial co-operation and the recognition of judgments and arbitral awards . The UAE is also a signatory to the Riyadh Convention and GCC Convention (see [Question 25](#)). The Riyadh Convention contains provisions relating to, among other things, the recognition and enforcement of judgments rendered in member states.

In relation to a judgment from a Riyadh Convention member state or a state with which the UAE has a treaty, the jurisdiction of the court of origin is generally not reviewed (subject to particular exceptions that may be provided in the relevant treaty). The party seeking enforcement must apply to register the judgment by producing a duly certified and legalised copy of the judgment, together with proof that it is enforceable under the law of the country of origin. The application is made before the Execution Court and the court is required to issue its decision (ex parte) within three days from the date the application is made. The order of the execution judge can be appealed to the Court of Appeal within 30 days of its issue.

**Non-treaty countries.** In relation to judgments from countries with which the UAE does not have a bilateral treaty, the provisions of the Civil Procedure Law, as amended, must be satisfied. The primary test is whether reciprocal arrangements for the enforcement of judgments exist between the UAE and the country in which the judgment is given. There are further conditions that must be complied with, including the following:

- The UAE courts must not have had jurisdiction over the substantive dispute in relation to which the foreign judgment was obtained.
- The judgment must have been issued by a competent court under the law of that country.
- The defendant must have been summoned and represented in the foreign proceedings.
- The judgment must be final and binding, and have the force of res judicata under the law of the country in which the judgment was given.
- The judgment must not be inconsistent with a judgment or order already issued by a court in the UAE, or contrary to UAE principles of morality and public order.

The requirement that the UAE courts must not have jurisdiction over the substantive dispute may cause difficulties when enforcing a judgment against a defendant resident or domiciled in the UAE, as the UAE courts have jurisdiction in relation to such a defendant (see [Question 26](#)). If the requirements of the Civil Procedure Code set out above cannot be satisfied, a civil



claim must be filed in the relevant UAE court and the foreign judgment can be filed in evidence. The court will, however, examine the merits of the case.

In some recent cases, the DIFC courts have been used as a "conduit" jurisdiction to enforce foreign court judgments in Dubai. The DIFC Court of First Instance has jurisdiction to ratify any judgment or order from a recognised foreign court (Article 24, DIFC Courts Law No. 10 of 2004). A DIFC court judgment can be enforced outside the DIFC through the onshore Dubai courts if the subject matter of execution is situated outside the DIFC (Dubai Law No. 12 of 2004).

Until recently, the decisions of the Judicial Tribunal favoured the jurisdiction of the Dubai courts in the event of conflict, and appear to establish a view that the Dubai courts have general or ordinary jurisdiction and that the DIFC courts must only exercise this power in exceptional circumstances (as in the case where a defendant has assets within the DIFC). See [Question 1](#) for the replacement of the Joint Judicial Tribunal (Judicial Tribunal) with the Judicial Authority to resolve conflicts of jurisdiction between the Dubai courts and the DIFC courts.

The DIFC Court of Appeal held that a foreign judgment becomes an "independent local judgment" when it is recognised by the DIFC courts, and should therefore be treated as such by the Dubai courts. This judgment effectively allowed the use of the DIFC courts as a conduit jurisdiction to enforce foreign judgments when the subject matter of the execution is situated outside the DIFC (*DNB Bank ASA v (1) Gulf Eyadah Corporation (2) Gulf Navigation Holdings PJSC CA 007/2015*).

In Cassation No. 8/2020 (Judicial Tribunal), the Judicial Tribunal confirmed the DIFC courts' jurisdiction to recognise and enforce foreign arbitral awards under the New York Convention.

The DIFC court has now emphasised that the jurisdictional gateways present in Article 5 of the Judicial Authority Law must be satisfied to allow the DIFC courts to exercise jurisdiction over matters. The full effect of this approach is yet to be seen.

## Alternative Dispute Resolution

28. What are the main alternative dispute resolution (ADR) methods used to settle commercial disputes? Is ADR used more in certain industries? What proportion of commercial disputes is settled through ADR?

ADR is generally understood to mean methods of dispute resolution other than through the intervention of courts or arbitration.

By way of *Federal Decree-Law No. 40/2023*, the Mediation and Conciliation Centre (MACC) was established which permits parties to submit disputes to the MACC pursuant to a written agreement, or by referral from the court. All documents and information submitted during the mediation and/or conciliation remains confidential (unless disclosure is required under law or agreed by all parties). There is however no mechanism to enforce an order of the MACC (unless agreed by the parties).

In Dubai, a Special Judicial Committee constituted by law (Dubai Decree No. 2 of 1993 setting up a special judicial committee for the resolution of disputes between landlords and tenants) has exclusive jurisdiction to determine all landlord and tenant disputes. There is a Centre for Amicable Settlement of Disputes in Dubai (see [Question 3](#)).

All disputes between employer and employee must be first referred to the Ministry of Human Resources and Emiratisation for settlement. However, an order made by the Ministry is not final and binding.

29. Does ADR form part of court procedures or does it only apply if the parties agree? Can courts compel the use of ADR?

See [Question 30](#). ADR does not form part of court procedures. The courts cannot compel the use of ADR in commercial disputes, except for reference to the CASD in Dubai (which are required by law). In 2021, the International Court of Arbitration of the International Chamber of Commerce (ICC Court) opened a case management office for the ICC Court Secretariat in the ADGM.

Since then, the onshore Abu Dhabi courts have held, in several recent cases, that the ADGM Courts have jurisdiction over arbitrations administered by the ICC branch office located within the ADGM. ([Abu Dhabi Court of Cassation Case No. 1045 of 2022](#), (attempting to set aside the award passed in A6 v B6 [2023] ADGM CFI 0005) and Abu Dhabi Court of Cassation, Petition No. 635 of 2022 (Commercial)).

30. How is evidence given in ADR? Can documents produced or admissions made during (or for the purposes of) the ADR later be protected from disclosure by privilege? Is ADR confidential?

Parties to a dispute also have the option to consent to referring a dispute to mediation or conciliation before the MACC either before or after a dispute has arisen.

In arbitration, the parties can agree on the method of giving evidence. It is common to see a mix of both witness statements and oral testimony. Oral testimony must be given under oath. Arbitration is confidential in the UAE pursuant to law.

31. How are costs dealt with in ADR?

In arbitration, costs are generally dealt with in the final award.

The courts, in enforcing costs orders from arbitrations, generally require evidence that the parties have agreed to give the arbitrators the power to grant legal costs. However, under the DIAC Rules 2022 and the arbitrateAD Rules, arbitrators are deemed to be vested with the power to award legal costs.

32. What are the main bodies that offer ADR services in your jurisdiction?

The following offer conciliation and arbitration services (*see also Question 3*):

- CASD.
- MACC.
- Dubai International Arbitration Centre.
- Sharjah International Arbitration Centre.
- Abu Dhabi International Arbitration Centre (arbitrateAD).

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#### Publications

- *Arbitration, Lexology Panoramic (co-author of UAE chapter).*
- *Arrest of Vessels, Maritime Law Handbook Kluwer Law International (co-author of UAE chapter).*
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**Publications**

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- *Arbitration, Lexology Panoramic (co-author of UAE chapter).*
- *Litigation and Enforcement in the United Arab Emirates: Overview (Co-author of UAE chapter).*

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