

In the name of
His Highness Sheikh Mohamed bin Zayed Al Nahyan
President of the United Arab Emirates/ Ruler of the Emirate of Abu Dhabi

**COURT OF FIRST INSTANCE
REAL PROPERTY DIVISION
BETWEEN**

CHESTER BRYNIARSKI
Claimant

and

ABDULMANNAN IBRAHIM ABDULMANNAN ALAWAR
First Defendant

AFRA SALEH MUBARAK ALQRAIN
Second Defendant

IMKAN PROPERTIES-L.L.C- O.P.C
Third Defendant

INTERIM INJUNCTION

PENAL NOTICE

IF ANY OF YOU, (1) ABDULMANNAN IBRAHIM ABDULMANNAN ALAWAR; (2) AFRA SALEH MUBARAK ALQRAIN; (3) IMKAN PROPERTIES-L.L.C- O.P.C, DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE FINED OR REFERRED TO THE ATTORNEY GENERAL OF ABU DHABI.

ANY PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE RESPONDENTS TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE IN CONTEMPT AND MAY BE FINED OR REFERRED TO THE ATTORNEY GENERAL OF ABU DHABI.

JUDGE: Justice Paul Heath KC

DATE OF ORDER: 20 November 2025

CASE NUMBER: ADGMCFI-2025-344



UPON the Claim filed on 14 October 2025

AND UPON the Claimant's application notice filed on 12 November 2025 the "**Injunction Application**"), supported by the Claimant's witness statement dated 31 October 2025, seeking, *inter alia*, an order restraining the Defendants from "*disposing/ transferring [...] in any manner by way of sale/ lease/ charge/ gift*" of the real property identified as apartment no. T2-1401 located at the Pixel Project, Al Reem Island, Abu Dhabi (the "**Property**")

AND UPON noting that the Injunction Application is made on notice to the Defendants

AND UPON the witness statement set out in Schedule A of this Order filed in relation to the Injunction Application

AND UPON the First and Second Defendants' application notice filed on 13 November 2025 disputing the Court's jurisdiction to hear or determine the Claim (the "**Jurisdiction Application**")

AND UPON hearing Mr Santanu Ghosh of Sarah Albaqishi Advocates & Legal Consultancy for the Claimant, Mr Vinayak Paliath of Althea & Jacobs Legal Consultants for the First and Second Defendants and Mr Leonard Ryan, General Counsel for the Third Defendant at the virtual hearing of the Injunction Application on 20 November 2025 (the "**Injunction Hearing**")

AND UPON noting that, while jurisdiction of the Court is contested by the First and Second Defendants, the Third Defendant has confirmed at the Injunction Hearing that it does not intend to make any submissions on the Jurisdiction Application

AND UPON noting that the Third Defendant shall abide by this Order and that no action shall be taken by it that is adverse to the Property pending the Court's decision on the Jurisdiction Application

THIS ORDER

1. This is an Order made against Mr Abdulmannan Ibrahim Abdulmannan Alawar, Mrs Afra Saleh Mubarak Alqrain and Imkan Properties-L.L.C.- O.P.C (the "**Defendants**") made by Justice Paul Heath KC on 20 November 2025 on the application of Mr Chester Bryniarski (the "**Claimant**").
2. The Judge has read the witness statement listed in Schedule A to this Order and noted that the Claimant has accepted the undertaking set out in Schedule B to this Order at the Injunction Hearing and shall file and serve an executed form of the undertaking by **4.00 pm GST¹ on 24 November 2025**.

INJUNCTION

3. Until further order of the Court, the Defendants must not:
 - a. transfer, sell, encumber or otherwise dispose of the Property; and/ or

¹ All times stated in this Order are to Gulf Standard Time.



- b. enter in or trespass upon the Property; and/ or
 - c. evict the Claimant from the Property.
4. The Claimant shall provide a copy of this Order to Abu Dhabi Judicial Department, and may provide a copy of this Order to any other person whom they reasonably believe ought to be provided with a copy of this Order.
 5. The Injunction Application is adjourned until **9.00 am on 18 December 2025** (the “**Adjourned Hearing**”), to be heard in conjunction with the Jurisdiction Application. The Jurisdiction Application will be heard first with the Injunction Application to follow.
 6. In relation to the Adjourned Hearing, the following directions are made:
 - a. with respect to the Jurisdiction Application:
 - i. by **12.00 pm on 28 November 2025**, the Claimant shall file and serve witness statement evidence in response to the Jurisdiction Application.
 - ii. by **12.00 pm on 5 December 2025**, the First and Second Defendants shall file and serve witness statement evidence in reply.
 - iii. by **4.00 pm on 11 December 2025**, the First and Second Defendants shall file and serve a hearing bundle for the Jurisdiction Application. The hearing bundle shall be prepared in accordance with Practice Direction 2.114 to 2.116 and must be indexed and paginated.
 - iv. By **4.00 pm on 16 December 2025**, the Claimant and First and Second Defendants shall file and serve skeleton arguments of fact and law which must:
 - (1) not exceed 5 pages;
 - (2) be cross-referenced to the hearing bundle; and
 - (3) attach any authorities relied upon having regard to Practice Direction 2.116, with the authorities to be paginated, indexed and cross-referenced as appropriate in the skeleton arguments.
 - b. with respect to the Injunction Application:
 - i. by **12.00 pm on 28 November 2025**, the First and Defendants shall file and serve witness statement evidence in relation to the Injunction Application;
 - ii. by **12.00 pm on 5 December 2025**, the Claimant shall file and serve witness statement evidence in reply.
 - iii. by **4.00 pm on 11 December 2025**, the Claimant shall file an updated hearing bundle that is to include the executed undertaking referred to in paragraph 2 above and the witness statement evidence referred to in paragraphs 6(b)(i) and (ii) above.



- iv. By **4.00 pm on 16 December 2025**, the Claimant and First and Second Defendants shall file and serve skeleton arguments of fact and law which must:
- (1) not exceed 5 pages;
 - (2) be cross-referenced to the hearing bundle; and
 - (3) attach any authorities relied upon having regard to Practice Direction 2.116, with the authorities to be paginated, indexed and cross-referenced as appropriate in the skeleton arguments.

COSTS

7. The costs of and occasioned by the Injunction Application and the Jurisdiction Application are reserved.

VARIATION OF THIS ORDER

8. Anyone served with, notified of, or affected by this Order may apply to the Court at any time for directions or to vary or discharge this Order (or so much of it as affects that person), but they must first inform the Claimant's legal representatives. If any evidence is to be relied upon in support of the application, the substance of it must be communicated in writing to the Claimant's legal representatives in advance.
9. This Order may be varied upon the written consent of the parties.

INTERPRETATION OF THIS ORDER

10. Where the First and Second Defendants are ordered not to do something, they must not do it themselves or in any other way. They must not do it through others acting on their behalf or on their instructions or with their encouragement.
11. Where the Third Defendant is ordered not to do something, it must not do it itself or by its directors, officers, partners, employees or agents or others acting on its behalf or on its instructions or with its encouragement or in any other way.

PARTIES OTHER THAN THE CLAIMANT AND DEFENDANTS

Notification

12. The Claimant has permission to notify and provide a copy of this Order to the Abu Dhabi Global Market ("ADGM") Registration Authority and any other person whom the Claimant reasonably believes ought to be provided with a copy of the Order having regard to the injunction made in paragraph 3 above.

Effect of this Order

13. It is a contempt of Court for any person notified of this Order knowingly to assist in or to permit a breach of this Order.



Persons outside ADGM

14. Except as provided in paragraph 15 below, the terms of this Order do not affect or concern anyone outside the jurisdiction of this Court.
15. The terms of this Order will affect the following persons outside the jurisdiction of this Court:
 - a. the Defendants;
 - b. the Third Defendant's officers or its agents appointed by power of attorney;
 - c. any person who:
 - d. is subject to the jurisdiction of this Court;
 - i. has been given written notice of this Order at his, her or its residence or place of business within the jurisdiction of this Court; and
 - ii. is able to prevent acts or omissions outside the jurisdiction of this Court which constitute or assist in a breach of the terms of this Order; and
 - iii. any other person, only to the extent that this Order is declared enforceable by or is enforced by a court in that jurisdiction.

OTHER MATTERS

16. Liberty to apply.

COMMUNICATION WITH THE COURT

17. All communications to the Court about this Order should be sent to Abu Dhabi Global Market Authorities Building, ADGM Square, Al Maryah Island, PO Box 111999, Abu Dhabi, UAE quoting the case number. The telephone number is +971 2 333 8976; registry@adgmcourts.com. The offices are open between 8.30 am and 4:30 pm Monday to Friday except public holidays.

Reasons for Decision

18. Mr Chester Bryniarski ("**Mr Bryniarski**") seeks an order for specific performance of a Memorandum of Understanding dated 26 April 2025 (the "**MOU**") and a Memorandum of Understanding Extension dated 26 May 2025 (the "**MOU Extension**") to complete the transfer of ownership of the Property.
19. Mr Bryniarski agreed to purchase the property from Mr Abdulmannan Ibrahim Abdulmannan Alawar ("**Mr Alawar**") and Mrs Afra Saleh Mubarak Alqrain ("**Mrs Alqrain**") for a total consideration of USD 694,349.89 (AED 2,550,000). Mr Alawar and Mrs Alqrain (as First and Second Defendants respectively) have not filed any Defence to the Claim but have challenged the jurisdiction of this Court to hear and determine it. Their challenge is



based on the fact that there are concurrent proceedings on similar issues before the Abu Dhabi Commercial Court (the onshore Court).

20. IMKAN Properties L.L.C-O.P.C (“**IMKAN**”), the developer of the Property complex, has been joined as a Third Defendant. By a Sale and Purchase Agreement (“**SPA**”) dated 10 March 2021, IMKAN had sold the Property to Mr Alawar and Mrs Alqrain. Mr Alawar and Mrs Alqrain have not yet paid the full purchase price to IMKAN. IMKAN has taken no steps to defend the substantive proceeding and has not challenged jurisdiction.
21. By an Application Notice dated 12 November 2025, Mr Bryniarski has sought an interim injunction to restrain all three Defendants from disposing of or transferring the Property to any third-party pending determination of the substantive claim. In addition, an order is sought to prevent any action that might attempt to evict Mr Bryniarski from the Property. The application is supported by a witness statement of Mr Bryniarski dated 31 October 2025.
22. Under the MOU Extension, Mr Bryniarski was entitled to have possession of the Property from 3 June 2025. He and his wife are currently occupying the Property. Mr Bryniarski’s concern is that, having regard to the past conduct of Mr Alawar and Mrs Alqrain, they may try to dispose of the Property contrary to his interests, or that he and his wife may be the subject of an attempted eviction, contrary to his right as a purchaser with rights of occupation to acquire the Property.
23. On Mr Bryniarski’s case, the Defendants have all evidenced an intention not to comply with the MOU and MOU Extension by failing to take steps required under those documents. In particular, they have not engaged in fixing a time and place to complete transfer and registration of the Property to Mr Bryniarski.
24. I am satisfied from the evidence adduced by Mr Bryniarski that he has taken genuine steps to raise finance from Standard Chartered Bank and to pay moneys to safeguard his right to purchase the Property. Mr Bryniarski has also made a payment on behalf of Mr Alawar and Mrs Alqrain, representing some of the monies they owe to IMKAN under the SPA. That amount was paid because, under the terms of the MOU and MOU Extension, Mr Bryniarski had already taken possession of the Property and needed to protect his interests.
25. To date, Mr Bryniarski has paid the following sums in order to secure the Property, which total USD 141,166.30 (AED 518,433.24):
 - a. USD 69,434.98 (AED 255,000) towards a security deposit payable by him;
 - b. USD 70,015.85 (AED 257,133.24) towards the obligation of Mr Alawar and Mrs Alqrain to IMKAN under their SPA;
 - c. USD 857.72 (AED 3,150) towards issuance of a No Objection Certificate from Kingfield, the Community Manager for the Complex; and
 - d. USD 857.72 (AED 3,150) towards issuance of another No Objection Certificate from Asteco, the subsequent Community Manager.



26. While Mr Bryniarski’s primary complaint concerns the conduct of Mr Alawar and Mrs Alqrain, he also seeks an injunction against IMKAN on the basis that it owes an obligation to assist in the transfer process but has failed to do so, notwithstanding its receipt of a partial payment from Mr Bryniarski. IMKAN denies that it has colluded with Mr Alawar and Mrs Alqrain at today’s hearing; its counsel confirmed that IMKAN would not do anything in the meantime to prejudice Mr Bryniarski’s position. IMKAN intends to abide the decision of this Court.
27. Although I have not yet heard from Mr Alawar and Mrs Alqrain on the Jurisdiction Application, I consider it has (at best) a marginal prospect of success, in the context of the facts known to date. I leave open the possibility that other facts may come to light which require a different view to be taken. The reason why, in my view, the Jurisdiction Application is problematic is that the Property is located on Al Reem Island, which became part ADGM on 24 April 2023². The ADGM’s real property regime (and in particular the provisions of the ADGM Real Property Regulations 2024) took effect on Al Reem Island from 1 January 2025).³ It is difficult to see how the onshore Courts could exercise any jurisdiction over real property situated in the ADGM. Title to the Property is now registered with the ADGM Registration Authority.
28. Although none of the Defendants filed documents to oppose the Injunction Application, they were represented at the hearing. Mr Vinayak Paliath appeared for Mr Alawar and Mrs Alqrain. Mr Ryan appeared for IMKAN. Mr Vinayak indicated his clients wish to pursue the Jurisdiction Application before the Injunction Application was heard.
29. For reasons that follow, I decided to make interim injunction orders on the basis that the Injunction Application would be relisted at the same time as the Jurisdiction Application is heard on 18 December 2025. The Jurisdiction Application will be heard first, so that if it were successful there would be no need to address the Injunction Application. If the Jurisdiction Application were unsuccessful, or I reserve judgment, I would hear counsel on the Injunction Application immediately after the conclusion of argument on the former.
30. Timetabling orders have been made so that both applications can be heard together. I record that any documents filed to support Mr Alawar’s and Mrs Alqrain’s opposition to the Injunction Application will be treated as having been filed without prejudice to their jurisdiction challenge. In other words, by participating in the Injunction Application they will not be taken to have submitted to this Court’s jurisdiction.
31. As none of the Defendants, to date, have filed any responses to the Injunction Application, for the purposes of this interlocutory hearing only, I assume all of the statements of fact made by Mr Bryniarski, in his witness statement of 31 October 2025, are correct. I determine the Injunction Application on that basis.
32. The principles to be applied in determining whether to grant an interim injunction are set out in the decision of the House of Lords in *American Cyanamid Co v Ethicon Ltd* (“**American Cyanamid**”).⁴ In giving the leading speech in the House of Lords, Lord Diplock

² Cabinet Resolution No. 41 of 2023

³ *Federal Properties Ltd v Ibrahim* [2025] ADGMCA 0002, at paragraph 3.

⁴ *American Cyanamid Co v Ethicon Ltd* [1975] AC 396 (HL).



articulated a two-stage test to determine whether an interim injunction should be ordered. The first step is to determine whether there is a serious question to be tried. The second is to consider where the balance of convenience may lie depending upon whether an injunction is or is not granted.

33. Whether a “*serious question to be tried*” is not a high threshold to meet. As Lord Diplock said in *American Cyanamid* “*the court no doubt must be satisfied that the claim is not frivolous or vexatious; in other words, that there is a serious question to be tried*”.⁵
34. On the basis of the evidence adduced by Mr Bryniarski and the absence of any Defence from Mr Alawar, Mrs Alqrain and IMKAN, I am satisfied that there is a serious question to be tried as to whether this Court should order specific performance of the MOU and the MOU Extension. Given the fact that Mr Bryniarski has taken considerable steps, at personal cost, to protect his position (including the payment of some money to IMKAN on behalf of Mr Alawar and Mrs Alqrain), the balance of convenience plainly favours the granting of an injunction. My preliminary view on the strength of the Jurisdiction Application weighs in favour of granting interim relief.
35. I have made the injunction orders against all three Defendants. While IMKAN abides the decision of the Court, it wishes to protect its own position by having an injunction in force that binds all three Defendants. Those orders are made on the basis of an undertaking given by Mr Bryniarski in the form attached as Schedule B.



Re-issued by:

Linda Fitz-Alan
Registrar, ADGM Courts
21 November 2025

SCHEDULE A

WITNESS STATEMENT

The Claimant’s Witness Statement dated 31 October 2025

⁵ *Ibid*, at 407. Viscount Dilhorne, Lord Cross of Chelsea, Lord Salmon and Lord Edmund-Davies agreed with the speech given by Lord Diplock.



SCHEDULE B

UNDERTAKINGS GIVEN TO THE COURT BY THE CLAIMANT

1. If the Court later finds that this Order has caused loss to the Defendants, and decides that the Defendants should be compensated for that loss, the Claimant will comply with any order the Court may make.



2. Pursuant to ADGM CPR 65(1), the Claimant shall serve this Order on the Defendants within 24 hours of issue of this Order.
3. Anyone notified of this Order by the Claimant shall be given a copy of it by the Claimant's legal representatives.
4. The Claimant will pay the reasonable costs of anyone other than (i) the Defendants; or (ii) the directors, officers, partners, employees or agents of the Third Defendant, which have been incurred as a result of this Order and if the Court later finds that this Order has caused such person loss, and decides that such person should be compensated for that loss, the Claimant will comply with any Order the Court may make.
5. If this Order ceases to have effect, the Claimant will immediately take all reasonable steps to inform in writing anyone to whom they have given notice of this Order, or who they have reasonable grounds for supposing may act upon this Order, that it has ceased to have effect.
6. The Claimant will not without the permission of the Court seek to enforce this Order in any jurisdiction outside the ADGM.