

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

ORDER

JUDGE: Justice Paul Heath KC

DATE OF ORDER: 23 December 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 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 the part-hearing of the Injunction Application on 20 November 2025 (the “**Injunction Hearing**”) which was adjourned to be heard in conjunction with the Jurisdiction Application (the “**Adjourned Hearing**”)

AND UPON the Order dated 20 November 2025 containing a penal notice and ordering that until further order of the Court, the Defendants must not: (i) transfer, sell, encumber or otherwise dispose of the Property; and/ or (ii) enter in or trespass upon the Property; and/ or (iii) evict the Claimant from the Property (the “**Interim Injunction Order**”)

AND UPON the Claimant’s undertaking in relation to the Injunction Application, accepted at the Injunction Hearing and filed on 24 November 2025

AND UPON the First and Second Defendants’ witness statement and legal submissions filed on 28 November 2025 in response to the Injunction Application and the Claimant’s witness statement filed on 5 December 2025 in reply

AND UPON the Claimant’s witness statement filed on 27 November 2025 in response to the Jurisdiction Application and the First and Second Defendants’ witness statement filed on 5 December 2025 in reply

AND UPON hearing Mr Santanu Ghosh of Sarah Albaqishi Advocates & Legal Consultancy for the Claimant, Mr Vinayak Paliath and Mr Ajes P. Mathew of Althea & Jacobs Legal Consultants for the First and Second Defendants and Mr Leonard Ryan, General Counsel for the Third Defendant, at the Adjourned Hearing on 18 December 2025

AND UPON the parties’ agreement at the Adjourned Hearing that: (i) the Claimant shall file an Amended Claim; and (ii) the terms of the Interim Injunction Order shall be varied so as to allow the Third Defendant to enter the Property in extraordinary circumstances for the purpose of attending to any issues involving health and safety considerations within the Property

AND UPON the Third Defendant’s confirmation at the Adjourned Hearing that it shall abide by the Interim Injunction Order and that no action shall be taken by it that is adverse to the Property pending determination of the Claim

AND UPON the Order dated 18 December 2025, in which the Court ordered that: (i) the Interim Injunction Order is continued pending further order of the Court; and (ii) the Jurisdiction Application is dismissed

IT IS ORDERED AND DIRECTED THAT

Interim Injunction Order

1. Paragraph 3 of the Interim Injunction Order is varied to read as follows:

“Until further order of the Court, the Defendants must not:

a. transfer, sell, encumber or otherwise dispose of the Property; and/ or



b. enter in, or trespass upon, the Property, save that the Third Defendant may, in extraordinary circumstances, enter the Property for the purpose of attending to any issues involving health and safety considerations within the Property; and/ or

c. evict the Claimant from the Property.”

2. By **4.00 pm on 31 December 2025**, the Claimant shall file and serve an Amended Claim.
3. By **4.00 pm on 14 January 2026**, the Defendants shall file and serve a response to the Amended Claim in accordance with Rule 338 of the ADGM Court Procedure Rules.
4. Costs reserved.
5. Liberty to apply.

Reasons for Decision

Introduction

1. On 20 November 2025, I part-heard the Injunction Application filed by the Claimant on 12 November 2025. The Jurisdiction Application was also listed before me but not for argument. I issued the Interim Injunction Order on 20 November 2025 in the form set out in paragraph 3 of that Order. I made directions for the Jurisdiction Application and the Injunction Application to be argued before me at the Adjourned Hearing on 18 December 2025.
2. At the Adjourned Hearing, Mr Santanu Ghosh appeared for the Claimant in support of the Injunction Application and in opposition to the Jurisdiction Application. Mr Vinayak Paliath and Mr Ajes P. Matthew appeared for the First and Second Defendants to support the Jurisdiction Application and oppose the Injunction Application. Mr Leonard Ryan appeared for the Third Defendant, which abided the decision of the Court on both applications.
3. At the conclusion of the hearing, I dismissed the Jurisdiction Application and granted the Injunction Application on terms set out in paragraph 1 of this Order. What follows are brief reasons for determining the applications in that way.

Jurisdiction Application

4. Mr Paliath submitted that this Court had no jurisdiction to hear and determine the Claim. There were two primary bases on which jurisdiction was challenged. First, Mr Paliath contended that the existence of separate proceedings before the Abu Dhabi Commercial Court (the “**Onshore Court**”) meant that the proceeding should be left for determination in the Onshore Court. Second, he submitted that the governing law clause contained in the Memorandum of Understanding dated 26 April 2025 between the Claimant and First and Second Defendants (“**MOU**”) meant that the claim necessarily fell for determination in the Onshore Court.



5. The existence of separate proceedings before the Onshore Court do not prevent this Court from assuming jurisdiction available to it. Mr Ghosh advised me that the Claimant has objected to the jurisdiction of the Onshore Court and is still awaiting a ruling. If the Onshore Court decides that it does have jurisdiction over the same dispute, this will need to be considered later, if necessary.
6. The second issue is one of governing law. There is no doubt that the MOU provides that the governing law is that of the Emirate of Abu Dhabi, not Abu Dhabi Global Marlet (“**ADGM**”). However, not infrequently this Court has to determine matters of onshore law as part of its role in resolving disputes. Indeed, it may be necessary to determine some questions according to governing law with others being addressed under ADGM law. For example, in *Awad v 3AM Property Investment Company LLC* [2025] ADGMCFI 0003 at paragraphs 24-28, Justice Sir Andrew Smith confirmed that ADGM law determines the availability of remedies. The mere fact that the governing law of the contract is different from the forum in which a claimant seeks to have the claim heard does not affect jurisdiction.

Finally, counsel for the First and Second Defendants suggested that this Court had no jurisdiction because there was no “*opt in*” agreement contained in the MOU itself or the MOU extension dated 26 May 2025. While that is true, there are other statutory bases on which the Court of First Instance of ADGM has exclusive jurisdiction to determine disputes. Article 13(7)(b) of Law No. (4) of 2023 as amended by Law No. (12) of 2020 (the “**Founding Law**”) makes it clear that the Court of First Instance has exclusive jurisdiction to determine commercial claims and disputes which are “*performed in whole or in part in [ADGM] or to an incident that occurred*” in ADGM. In this case, the availability of a remedy of specific performance and whether the Property should be transferred into the name of the Claimant can only be resolved by reference to the ADGM Real Property Regulations 2024, and ancillary legislation.

Injunction

7. I set out my reasons for granting an interim injunction in the Interim Injunction Order. The reasons given at that time are equally applicable to the circumstances in which the parties now find themselves.
8. The issues joined between the parties all involve the need to determine questions of fact which are not capable of resolution on the papers. The Property in issue was chosen by the Claimant. Land and real property have always been regarded as having a “*unique*” value. The risks of damage to the Claimant’s interest which cannot be compensated by damages is too high to refuse an interim injunction. For the reasons given in the Interim Injunction Order, the balance of convenience clearly favours the Claimant.

Additional points

9. As a result of submissions made at the Adjourned Hearing, I have made two amendments to the Interim Injunction Order.



10. First, at its request, the Third Defendant (“**IMKAN**”) will have permission to enter the Property if necessary to do so to safeguard health and safety concerns. It is intended that this order will allow IMKAN to protect owners of the apartment building in cases of urgency or, as expressed in the order, “*extraordinary circumstances*”.
11. Second, Mr Ghosh indicated that a minor amendment is needed to the Claim. I granted his oral application. As the Defendants have not yet pleaded to the Claim, they can treat the Amended Claim as the one to which their Defences will respond.



Issued by:

A handwritten signature in blue ink, appearing to read "Linda Fitz-Alan".

Linda Fitz-Alan
Registrar, ADGM Courts
23 December 2025