



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
COMMERCIAL AND CIVIL DIVISION**

**(1) NMC HEALTHCARE LTD (IN ADMINISTRATION) (SUBJECT TO A DEED OF COMPANY
ARRANGEMENT)**

(2) – (32) THE COMPANIES LISTED IN SCHEDULE 1 TO THIS JUDGMENT

(33) RICHARD FLEMING and (34) BENJAMIN CAIRNS (acting as current joint administrators of
NMC Healthcare LTD and former joint administrators of the Claimants (2) – (32))

Claimants

and

(1) DUBAI ISLAMIC BANK PJSC

**(2) – (13) THE INSURANCE COMPANIES AND THIRD PARTY ADMINISTRATORS LISTED IN SCHEDULE
2 TO THIS JUDGMENT**

Defendants

JUDGMENT OF JUSTICE SIR ANDREW SMITH



Neutral Citation:	[2023] ADGMCFI 0020
Before:	Justice Sir Andrew Smith
Decision Date:	9 November 2023
Decision:	<ol style="list-style-type: none"> 1. Applications for declarations adjourned. 2. The First Defendant shall pay certain of the costs of the Non-Guarantor Claimants, to be assessed on the standard basis. 3. The First Defendant shall pay the Non-Guarantor Claimants US\$4 million on account of their costs.
Hearing Dates:	7 September 2023 and 3, 4 and 6 October 2023
Date of Order:	To be drafted by counsel to give effect to the decisions about costs.
Catchwords:	Discretion to make declarations. Declarations made for the purpose of them being deployed in other proceedings. Disallowing costs in respect of specific issues. Awarding unsuccessful party costs in respect of specific issues. Assessment of payment on account of costs.
Cases Cited:	<p>Noor Capital PSC v NMC Healthcare Ltd, Claim 1 of 2023, 6 March 2023</p> <p>Camilla Cotton Oil v Grandalex SA, [1976] 2 Lloyd's Rep 10, 15-16</p> <p>Tyburn Productions Ltd v Conan Doyle, [1991] Ch 75, 89</p> <p>Bank of New York Mellon v Essar Steel India Ltd, [2018] EWHC 3177 (Ch)</p> <p>Russian Commercial and Industrial Bank v British Bank for Foreign Trade Ltd, [1921] AC 438, 448</p> <p>A3 v B3, [2019] ADGMCFI 0006</p> <p>Barnes v Time Talk (UK) Ltd, [2003] EWCA Civ 402</p> <p>R (on the application of Viridor Waste Management Ltd) v Revenue and Custom Commrs, [2016] EWHC 2502 (Admin)</p>
Legislation Cited:	<p>UAE Federal Law No. 33 of 2022</p> <p>UAE Federal Law No. 10 of 2019</p> <p>UAE Federal Law No. 42 of 2022; UAE Civil Procedure Code</p> <p>Insolvency Regulations 2016</p>
Case Number:	ADGMCFI-2021-042
Parties and representation:	<p><i>First to Thirty Second Claimants</i></p> <p>Mr Henry King KC, Mr Matthew Abraham, Ms Alexandra Whelan</p> <p>Instructed by Quinn Emanuel Urquhart & Sullivan UK LLP</p>

**First Defendant**

Mr Richard Salter KC, Mr Ewan McQuater KC, Mr Andrew Rose, Mr William Day and Ms Katherine Boucher

Instructed by Eversheds Sutherland International LLP

Second Defendant

Ms Jennifer Eakins, Clyde & Co.

Third Defendant

Ms Emily MacDonald, Clyde & Co.

Fourth Defendant

Mr Tom Shepherd

Instructed by Kennedys

Thirteenth Defendant

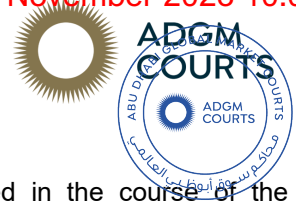
Mr Sulakshana Senanyake, Afridi & Angell

JUDGMENT**Introduction**

1. I delivered a judgment in this case on 25 July 2023 (reissued on 16 October 2023, [2023] ADGMCFI 0017, the "**July Judgment**"), following a trial in May and June 2023. On 7 September 2023 and 3, 4 and 6 October 2023, I heard argument about consequential matters, including questions about costs, about whether I should grant the Claimants declaratory relief, and whether I should order the so-called Insurer Defendants to pay the Claimants in respect of Insurance Receivables. On 16 October 2023, I issued an order (the "**October Payment Order**") that the Insurer Defendants make such payments, giving brief reasons. I also decided that the Claimants' application for declaratory relief be adjourned, and said that I would give my reasons for that decision later. This is my judgment giving them, and also my ruling on costs. I use the same abbreviations as I did in the July Judgment.

Declaratory relief

2. As I explained in the July Judgment, the corporate Claimants fall into two categories because, by a judgment of 24 May 2021 ([2021] ADGMCFI 0006) and an order of 12 July 2021, I stayed the proceedings brought against DIB by the Original Guarantors, including NMCH. (By a subsequent order of 7 October 2021, I ordered that the proceedings by the JAs against DIB also be stayed, but I can disregard the JAs' claims for present purposes.) The claims brought by the Non-Guarantor Claimants (or "**NGCs**") proceeded in this Court against all the Defendants, as did the claims by the Original Guarantors against the Insurer Defendants.
3. The claims brought by the Claimants have always included claims for declaratory relief. However, as I explained in the July Judgment, I did not then have sufficient information to decide whether to make any, and if so what, declarations. I invited further submissions in light of my judgment. By an application of 31 August 2023, the NGCs sought declarations against both DIB and the Insurer Defendants, and the Original Guarantors applied for declarations that were to be binding only on the Insurer Defendants.



4. The Claimants' arguments for the declarations that they seek have changed in the course of the proceedings. At the start of the trial, they pleaded that they were "*necessary in order for the Joint Administrators to discharge their functions under the Statutory Scheme*", but that argument was abandoned since the operating companies that were in the NMC Group are no longer in administration. The background to the submission that the Claimants now make is that DIB has brought proceedings in the Courts of Dubai against the Insurer Defendants in respect of Insurance Receivables. According to the evidence of Mr Amir Alkhaja, the Managing Partner of Habib Al Mulla and Partners, who act for DIB, DIB has obtained final judgments, which are not subject to any further appeal, in two actions: against SAICO and against MSH. (As I mention below, MSH contends that it can still challenge the judgment against it, but I need not, and do not, express any view about that.) In proceedings against Neuron, Globemed and Pentacare, where the Dubai Courts have given final and unappealable judgments, the Insurer Defendants have been successful, and DIB's claims have been rejected. Other proceedings brought by DIB against NAS, Al Buhaira, Mednet and AXA are the subject of appeals to the Dubai Court of Appeal. Its proceedings against AXA and a second claim against SAICO are pending before the Court of Cassation.
5. The Claimants submit that, in these circumstances, there is "*at the least a risk*" of inconsistency between the July Judgment and judgments in the Dubai Courts in that, on the one hand, this Court has concluded that the ARAs were void, that they were not binding on the NGCs, and that they provided DIB with no security over Insurance Receivables payable by the Insurer Defendants; and, on the other hand, there have been decisions in the Dubai Courts that DIB is entitled against the Insurer Defendants to payment of Insurance Receivables because the ARAs had effectively assigned those rights to DIB. Earlier in these proceedings, it appeared that no such inconsistency was likely to arise: as I recorded in my judgment of 24 May 2021 ([2021] ADGMCFI 0006 at para 45), DIB's position was initially that its claims in Dubai were based on undertakings said to have been given by the Insurer Defendants in the Acknowledgments, and not on the basis of assignments of Insurance Receivables in the ARAs themselves. However, the position has apparently changed since 2021, and DIB has since pursued claims in Dubai on the basis that the ARAs are valid, and the Dubai Courts have, on occasion, upheld its claims on that basis.
6. In an affidavit of 31 August 2023 in support of the application for declarations, Mr Nasser Al Osaiba of Global Advocacy and Legal Consultants, which advises the Claimants, referred to the jurisdiction of the Federal Supreme Court. Federal Law 33/2022 provides at Article 4 that, "*The Supreme Court shall adjudicate on the following matters: 11 – Conflict of jurisdiction between a judicial authority of an Emirate and another judicial authority of another Emirate*". Article 33(1) provides as follows: "*In case of conflict of jurisdiction between two or more entities of the judicial entities mentioned in Clauses 10 and 11 of Article (4) of this Decree-Law, as such authorities did not abandon the case or all of them have abandoned the cases or issued contradictory final judgments, then the application of appointment of a competent court or determination of the judgment to be executed shall be submitted to the Federal Supreme Court by a petition based on the request of any litigants or the Public Prosecutor*". Mr Al Osaiba went on to say this: "*This means that to the extent the [July] Judgment (once approved on appeal or no longer appealable) and the final judgment in the DIB Proceedings [in Dubai] conflict, such conflict may be capable of being resolved by the [Federal] Supreme Court. Such applications, once determined, would ultimately decide where the relevant Insurer Defendants are to pay the Receivables. ... upon being made aware of a conflict, the Dubai Courts may also move to stay the DIB Proceedings until the conflict is resolved by the [Federal] Supreme Court*".
7. None of the Insurer Defendants resists the Claimants' application for declarations (subject to a point about the precise wording of the declarations proposed by the fourth defendant, AXA, which the Claimants are content to adopt). Aetna, DIC, AXA and MSH appeared at the hearing and confirmed their support for the application; by an email to the Court from their legal representatives, King & Wood Mallesons, Neuron and NAS expressed themselves content with the orders sought by the Claimants, including those for



declarations; and in a witness statement of 22 September 2023, Mr Antonios Dimitracopoulos of BSA Ahmad Bin Hazeem & Associates LLP, the legal representatives of ALICO, stated that it has no objection to the Court granting the declaratory order sought by the Claimants.

8. Declaratory relief is discretionary. I was referred to authorities of the English Courts which provide guidance about when the Court will make declarations, but I need not deal with them extensively. They confirm, unsurprisingly, that the Court will not exercise its discretion unless it considers that a declaration would serve some useful purpose. The Claimants argue that the declarations sought would do so: they say that the July Judgment will be cited in Dubai proceedings and might well be considered by the Federal Supreme Court, and declaratory relief would crystallise what has been decided and reduce the risk of misunderstanding. They point out that the July Judgment is in English and in a form that is different from civil law judgments: to refer again to Mr Al Osaiba's affidavit, he said that "*From my experience of the Dubai Courts, I believe that the [July] Judgment, which is 84 pages in length, will neither be practical or efficient for use by the Claimants or the Insurer Defendants in the DIB proceedings ... the onshore courts are familiar with shorter judgments and the civil law process of relying on the concise conclusions and principles expressed therein*".
9. DIB resisted the application for declarations. It argued that declarations would serve no purpose and would interfere in the proceedings in Dubai without any proper purpose or justification, not least because those proceedings have not been brought against any of the Claimants, who therefore cannot be prejudiced by their outcome and have no legitimate interest in them. DIB submitted that declarations are not properly made for the purpose of being deployed in other proceedings, unless there is good reason to think that they would be of assistance. In particular, it contended that the Court should not exercise its jurisdiction where, as here, a declaration stating its decision would not give rise to a *res judicata*. In support of this argument, it cited such authorities as *Camilla Cotton Oil v Grandalex SA*, [1976] 2 Lloyd's Rep 10, 15-16, *Tyburn Productions Ltd v Conan Doyle*, [1991] Ch 75, 89 and *Bank of New York Mellon v Essar Steel India Ltd*, [2018] EWHC 3177 (Ch).
10. To my mind, these submissions do not really answer the Claimants' argument, and I do not consider that the authorities on which DIB relied provide useful guidance in this case. They were concerned with whether the Court should make declarations about issues before foreign courts, or said to be relevant to decisions to be made elsewhere. Here, the Claimants do not ask the Court to state by way of a declaration anything that has not already decided in the July Judgment. The argument is that, since in any event other Courts will be asked to consider what was decided, the essential points should be clearly and succinctly stated.
11. Nevertheless, I am not persuaded by the Claimants' argument that declarations would therefore have a useful purpose. It leaves out of account the October Payment Order, which includes reasons that it was made. They essentially reflected the conclusions from the July Judgment in respect of which the Claimants sought declarations. The reasons were succinct and designed to be accessible to other Courts that might need to consider the October Payment Order. I cannot accept in these circumstances the Federal Supreme Court or the Courts of Dubai would be assisted by separate declarations: indeed, in so far as they would largely duplicate the reasons for the October Payment Order, they might be confusing.
12. Further, the perceived inconsistency, which is the basis of Mr Al Osaiba's evidence that the jurisdiction of the Federal Supreme Court under Federal Law No. 33 of 2022 might be invoked, and that the Dubai Courts might consider this Court's decisions on an application for a stay pending its resolution, is not truly between payment orders in DIB's favour in the Dubai Courts and the July Judgment. The crucial conflict or inconsistency, as I see it, would arise where Insurer Defendants are ordered by this Court to pay Insurance Receivables to the Claimants, and ordered in Dubai to pay the same Insurance Receivable to DIB: that is to say, between the October Payment Order and the decisions in Dubai. It is this that potentially gives rise



to problems about enforcement and might require the Federal Supreme Court to decide which orders are “to be enforced”: as the Court said in *Noor Capital PSC v NMC Healthcare Ltd*, Claim 1 of 2023, 6 March 2023, “What the legislature intended to achieve in the case of conflict where contradicting judgment are issued is to end disputes that arise regarding the enforcement of contradicting final irrevocable judgments issued by the relevant courts”.

13. I therefore did not grant the Claimants declaratory relief. This led to the question whether I should refuse the application for declarations, or whether I should adjourn it so that it might be restored if there is reason to do so in light of future developments in other Courts or elsewhere. DIB argued that the application should be refused. Its arguments were persuasively presented by Mr Richard Salter KC by way of opposition to the Claimants’ case that I grant the declarations: they have less immediate application to the question whether the application for them should be adjourned or refused. In these circumstances, I intend no discourtesy in referring to them only briefly.
14. First, it was said that the Claimants have no real interest themselves in seeking the declarations: DIB has not brought any claim against them in Dubai, and while some Insurer Defendants (including Mednet and AXA) have sought to join NMC companies as parties, and in other proceedings (including those brought against Mednet, NGI, NAS and Al Buhaira) NMC companies have applied to intervene, no Claimant has sought any substantive relief against DIB or any of the Insurer Defendants in the Dubai Courts, and no Insurer Defendant has sought relief against any of the Claimants. In so far as it is said that declarations might assist the Insurer Defendants in Dubai, DIB submits that the Claimants, as the parties applying for them, must have a “*real interest*” of their own in doing so: it relied upon the speech of Lord Dunedin in *Russian Commercial and Industrial Bank v British Bank for Foreign Trade Ltd*, [1921] AC 438, 448. For my part, I do not understand Lord Dunedin to lay down any such rigid requirement: he spoke of the applicant for a declaration having a “*real interest*” in raising *the question* with which the declaration would be concerned. Of course, when deciding whether to make a declaration in any circumstances that might arise in the future, it is likely to be relevant to consider why it is sought, but I do not accept that, as things stand, this is a compelling reason not to adjourn the application.
15. Secondly, DIB submitted that the July Judgment and any declarations about what it decided cannot possibly be of any relevance to the proceedings in Dubai. It said that not only do decisions in these proceedings give rise to no *res judicata* between the parties in Dubai, but the July Judgment cannot be enforced there, because (i) Article 10 of Federal Law No. 10 of 2019, whereby it is said that “*Every final or enforceable judgment or any judicial order issued by a Federal or Local Judicial Authority, shall be enforceable throughout the [UAE] according to the legislation in force at the [UAE]*”, does not apply to judgments or orders of the ADGM or other off-shore courts, but only of on-shore federal and local courts; and (ii) there is no Memorandum of Understanding between the ADGM Courts and Dubai Courts about the recognition and enforcement of judgments. Further, if an attempt were made to have the July Judgment recognised or enforced through deputisation procedures, the Dubai Courts would decline to do so, as a matter of public policy, so as to prevent a conflict with decisions taken in the Dubai Courts.
16. It might be that, for these reasons, declarations would not be relevant to most of the proceedings that DIB has brought in Dubai, but the argument does not cover all the proceedings there. Thus, in proceedings brought against ALICO, Sunny Haiwan, one of the NGCs, has made an application to intervene that is pending before the Dubai Courts, and both Sunny Haiwan and ALICO have relied or intend to rely on the July Judgment in those proceedings. Further, DIB has brought two actions in Dubai against MSH: in the first (Case 869/2020/2), according to the evidence of Mr Sultan Hilal of Hilal & Associates, which acts for MSH in those proceedings, MSH intends to deploy this Court’s findings in the July Judgment in an application to the Court of Cassation in Dubai under Article 190 of the UAE Civil Procedure Code; and in the second (Case 1020/2023), MSH intends to defend the claim *inter alia* on the basis of the findings in the



July Judgment, and to apply to join as parties the “*relevant NMC companies*”: and I was told that one NMC Company has itself applied to be joined as a party.

17. Of course, it is not for me to express any view about whether the Dubai Court will consider the July Judgment of relevance to what it has to decide in any of the proceedings there, nor did the Claimants invite me to do so. Their argument was that, given that the July Judgment is to be deployed before the Dubai Courts, declarations would minimise any risk of dispute and misunderstanding about what was decided in it. To my mind, DIB did not answer this argument. Perhaps more relevant to whether the application for declarations should be refused, or adjourned so that it can be restored if future development warrant it, it is clear that DIB intends to bring further proceedings in Dubai against the Insurer Defendants, to which NMC companies might or might not be party, and in which the Insurer Defendants and any NMC companies might well deploy the findings in the July Judgment.
18. Thirdly, DIB advanced arguments that Article 33 of the Federal Law No. 33 of 2022 has no application in the circumstances contemplated by the Claimants, and so declarations would serve no useful purpose in that regard. It contended that the jurisdiction under Article 33 is concerned with conflicts concerning the jurisdiction of Courts in the UAE, and not with conflicts or differences between Courts about the merits of disputes. Further, DIB submitted that Article 33 applies only where there are conflicting or irreconcilable judgments concerning the same subject matter and between the same parties. These arguments raise questions about the scope of Article 33 and the jurisdiction of the Federal Supreme Court under it. I am not in a position to resolve them, and I need not do so. The Claimants’ argument is that the question whether there is a conflict between the July Judgment and decisions of the Dubai Courts will potentially come before the Federal Supreme Court, and if this is so, it is sensible that there be a clear statement of what this Court decided, whether or not the conflict is covered by the jurisdiction under Article 33.
19. In view of the uncertainty about how disputes between the various parties might develop in view of pending and prospective proceedings (not only in the Courts of Dubai but also in the arbitration between the Guarantor Claimants and DIB), and about how the July Judgment might be deployed and what disputes might arise about its interpretation, I concluded that the proper course was to adjourn the application for declarations, rather than to refuse it. The Claimants had an additional submission: that I should not refuse the application, because an order refusing the declarations might itself be misunderstood. I see some sense in that observation, but I did not rely on it in reaching my decision.

Costs

20. The only issues about costs are between the NGCs and DIB. None of the other Claimants and none of the Insurer Defendants make any application concerning costs, and no application is made against any of them. (DIB expressed itself in its written submissions in terms of costs being paid by the “*Claimants*”, but it made clear at the hearing that it intended to refer only to the NGCs.)
21. The NGCs’ primary position is that DIB should pay all their costs of and incidental to the proceedings, save in so far as the costs are subject to previous orders. In the alternative, they submit that, if the Court makes any other order so as to recognise DIB’s success on some questions, the Court should reduce their recoverable costs by reference to specific issues, rather than by awarding them only a proportion of their costs or by awarding DIB any part of its costs. They also seek an order for a payment on account in respect of their costs.
22. DIB’s primary position is that I should make no order for costs. It also contends that, if the Court does make an order for costs, then: (i) it should distinguish between the costs of what it calls the “*fraud issues*” (or “*fraud allegations*”) and those of the “*non-fraud issues*”; (ii) with regard to the so-called fraud issues, the order should be that the NGCs pay its costs of those issues assessed on an indemnity basis, or



alternatively the recoverable costs of the NGCs should be reduced by 40% to reflect its success on the “*fraud issues*”; and (iii) the recoverable costs of the NGCs should also be reduced by 25% to reflect that their claim in restitution (or unjust enrichment) failed.

23. The ADGM Civil Procedure Rules (“**CPR**”) provide at rule 195(1) that “[t]he Court may make such orders as it considers just in respect of any application, hearing, trial, appeal or other proceedings before the Court”. The ADGM Court does not have a provision in the CPR or other statutory provision corresponding to the “*general rule*” as to costs adopted by the Courts of England and Wales and set out in their Civil Procedures Rules, 1998 at rule 44.2(2): that “*the unsuccessful party will be ordered to pay the costs of the successful party*”. However, the Court’s general approach is to make an order for costs in favour of a successful party against an unsuccessful party: see *A3 v B3*, [2019] ADGMCFI 0006 at para 5.
24. The basis for the NGCs’ primary argument is that they were the successful parties at trial, and that there is no reason (or no sufficient reason) to depart from the general approach. DIB argues that neither the NGCs nor it was the “*real winner*”. I disagree with DIB. As I said in the July judgment at paragraph 1, the “*central questions*” were about the meaning and effect of the ARAs: the NGCs argued that the ARAs are not to be interpreted as assigning to DIB their interests in Insurance Receivables and that they are void, and that, in any case, they are not parties to the ARAs; and DIB refuted those contentions and also contended that, if the NGCs are right, the ARAs should be rectified. The NGCs succeeded on all these points.
25. The NGCs went to claim that, because their interests in Insurance Receivables were not covered by the ARAs, they were entitled to restitution from DIB of monies by way of their Insurance Receivables that had been paid to it and received into the Amanat account. That was the only claim for the payments of money made by the NGCs against DIB, and it was rejected. This enabled DIB to contend that this is not a case which has resulted in either party securing financial relief, which has sometimes been said to be the yardstick for identifying a successful and an unsuccessful party in commercial cases: see, for example, *Barnes v Time Talk (UK) Ltd*, [2003] EWCA Civ 402 per Longmore LJ at para 28. I do not consider that this submission reflects the reality of the dispute that came to trial in this case: it was not essentially about whether the (relatively small) payments that had already been made by insurers were recoverable, but about whether DIB is entitled to other Insurance Receivables that have become or will become payable.
26. I therefore come to the questions whether, nevertheless, the NGCs should not recover all their costs because they did not succeed with regard to the “*fraud issues*” or their restitution claim was rejected.
27. Both parties referred to the “*fraud issues*”, but it is a misleading and confusing term. The NGCs pleaded the fraud on the NMC Group that I described at paragraphs 49 to 51 of the July Judgment: it involved the Group incurring a large amount of debt that was not disclosed in its financial statements. DIB did not admit these allegations, but neither did it challenge the evidence adduced by the NGCs to prove them, and the allegations were proved. The NGCs never made an allegation of fraud against DIB, and made no claim against it in fraud or deceit: they did, however, allege that “*DIB must have known, or alternatively ought to have known, that the NMC Group’s consolidated accounts and financial statements were misstated*” in that they did not disclose the Group’s indebtedness. I shall refer to this as the “*knowledge allegation*”. It resulted in issues that were formulated in an Amended Updated List of Principal Issues of 17 May 2023, which was agreed between the NGCs and DIB, as follows:

“4. Did DIB have such knowledge of the alleged Fraud as is alleged by the Claimants?”

“5. If so, does such knowledge have the consequence that:

5.1 DIB has “*unclean hands*” which preclude rectification under ADGM law?



- 5.2 DIB has “unclean hands” which preclude estoppel by convention under UAE law?
- 5.3 Mr Shetty, Mr Manghat and NMCH lacked authority in respect of the Receivables Assignment Agreement?
- 5.4 Whatever rights DIB would otherwise have in respect of the Receivables Assignment Agreement are void under a principle of UAE Law that “fraud vitiates transactions”?
- 5.5 DIB’s reliance on the Receivables Assignment Agreement is precluded as an abuse of rights under Article 106(b) or (c) of the UAE Civil Code?”

28. I explained in the July Judgment how this part of the case was presented by the NGCs at trial, and shall not set that out again, but the earlier history of the knowledge allegation is of some relevance. It was first pleaded by the NGCs on 29 July 2022. Thereafter, and as directed at a case management conference on 21 September 2022, the parties made disclosure according to two different timetables: one for documents relating to “non-fraud” issues and the other for documents relating to “fraud” issues, documents relevant to the knowledge allegation falling within the second category. I was told that some 24,000 documents in the second category were reviewed, and I infer that the vast majority of them will have concerned the knowledge allegation.

29. This disclosure naturally involved DIB and its representatives in a great deal of work because of the number of documents, but it was further complicated, and more onerous, because some of the documents included information about the financial affairs of third parties. DIB was understandably concerned that it would contravene UAE law if it disclosed them without the consent of the third party or an order of the Court. This matter was first raised with the Court in a letter from by DIB’s representatives, Evershed Sutherland International LLP, dated 16 November 2022, when the NGCs and DIB sought an order authorising disclosure of these documents, but I declined to make an order that would override the rights of third parties to confidentiality without notice being given to the third parties and without knowing what the information about third parties was in them. As a result, the disclosure of the documents about the knowledge allegation was protracted. One of the third parties, Dr B R Shetty, in due course consented to information about his affairs being disclosed, having taken legal advice: I ordered that DIB should pay Dr Shetty £122,000 in respect of his legal costs, on the basis that it could apply to recover the costs from other parties to the proceedings if so advised. The other third parties did not so consent, and I held several hearings, including *ex parte* hearings where I was assisted by DIB’s counsel, in order to decide whether documents and information about their affairs should be disclosed, either in full or with redactions. Thus, as far as disclosure was concerned, the knowledge allegation led to considerable costs being incurred, and they were incurred largely by DIB, because of the inherent nature of the exercise and the questions concerning third party confidentiality.

30. Although the NGCs did not make a claim in fraud and although the allegation was one of knowledge of the fraud rather than fraudulent conduct on DIB’s part, I accept that, of its very nature, it would, if proved, have been damaging both to DIB itself and to individuals in DIB. The pleading of the allegation was properly criticised by DIB as vague and unparticularised, and the difficulty that the NGCs had in pleading their case reflects this: they put forward several different versions of the alleged particular of knowledge. Accordingly, significant costs were incurred in relation to an allegation which was never strong, which was in large part abandoned in the course of the trial and which was rejected in so far as it was pursued.

31. In all the circumstances, I accept DIB’s contention that, the NGCs having alleged that DIB had knowledge of the fraud, and having failed to prove it, the order for costs should reflect this. This conclusion leads to three questions:



- a. Should any reduction in costs awarded to the NGCs be by way of depriving them of a proportion of their entire costs, or should they be deprived of costs relating to the issues arising from the knowledge allegation? And correspondingly, if DIB are awarded any costs, should they be a proportion of its entire costs, or costs relating to the issues arising from the knowledge allegation?
 - b. Should there be only a reduction in the costs awarded to that the NGCs are awarded, or should DIB recover a part of its costs?
 - c. If DIB is awarded costs, should they be assessed on the standard or the indemnity basis?
32. Costs orders relating to particular issues are often unattractive because of the difficulty, and therefore the expense, of assessing them separately. However, in this case this problem is mitigated because of how the disclosure exercise was conducted. Further, the issues concerning the knowledge allegation are relatively distinct, and, as the NGCs submitted, can be readily identified by reference to the agreed list of issues.
 33. On the other hand, I would find it difficult to decide what proportion of the parties' costs, and in particular of DIB's costs, are attributable to the knowledge allegation. DIB submitted a document headed, "*Defendant's schedule of costs incurred as a result of the Claimants' pleaded fraud claim up to & including conclusion of trial*", although strangely it did not include any fees for its expert witness, Professor Amr. It purported to estimate that these costs in the sum of some \$6.425 million. It was an unsatisfactory and unconvincing estimate, which did not stand up to scrutiny. I need mention only a few of its shortcomings: first, it included costs relating to the NGCs' allegation that there was fraud within the NMC Group, a question on which the NGCs were successful; secondly, it included costs relating to hearings (for example, the case management conference on 21 September 2022 and a hearing on 9 December 2022) that were only marginally concerned with the knowledge allegation; thirdly, it included half the costs of preparing witness and expert evidence and of trial preparation, which on the face of it is a quite unrealistic proportion of them, as is the inclusion of 30% of the trial costs: only Mr Muhammad and, to a limited extent, Mr Qazi were cross-examined about the knowledge allegation, and only small parts of the expert evidence and the submissions were directed to it. Therefore, while no doubt significant costs were incurred in relation to the knowledge issue by DIB, it has provided no reliable information about their amount.
 34. I therefore conclude that the NGCs' failure to prove the knowledge allegation should be reflected a separate order about the costs of the issues that have been identified by the NGCs from the agreed list.
 35. The NGCs submitted that, even if I deprive them of their costs in relation to the knowledge allegation, no order for its costs should be made in favour of DIB because it was the "*natural claimant in the proceedings and should be treated as such for the purposes of the costs assessment*". They cited the decision of Nugee J in *R (on the application of Viridor Waste Management Ltd) v Revenue and Custom Commrs*, [2016] EWHC 2502 (Admin), in which it was said to be exceptional for a successful party to be ordered to pay costs of an unsuccessful party; and Nugee J observed that, in that case, the "*distinct issue*" on which the successful party lost was raised by the Commissioners in answer to a claim against them: "*It is true that [the unsuccessful party] would not have incurred the costs of the ... issue if [the successful party] would had not taken the point; but it is equally true that [the unsuccessful party] would not have incurred the costs if it had accepted that it did not have a claim and not sued at all*" (at para 21).
 36. I accept that it is (as Nugee J put it, at para 19) "*far from routine*" for a party that has been successful overall in the litigation not only to be deprived of its costs relating to an issue which it has not won, but also to be ordered to pay another party's costs of that issue, but I have concluded that it is the proper order in



this case. Firstly, unlike in the *Viridor Waste Management* case, the NMC companies brought the proceedings. Although for trial management purposes, I considered it sensible that DIB should present its case first and call its expert witness first, the NGCs were not in the position of a defendant facing a claim which it has had to answer. It was a necessary step in the administrations that the Claimants should have a determination about whether DIB's lending to the NMC Group was secured, and for this purpose they initially brought an application for directions under section 95 of the *Insolvency Regulations 2016*; and the NGCs, as claimants, brought claims not only against DIB but also against the Insurer Defendants, the success of which were dependent on the determination of the issues between the NGCs and DIB.

37. Further, in the case *Viridor Waste Management* case, the Judge declined to find that the Revenue and Customs Commissioners, the successful party in the proceedings, were unreasonable to raise the defence on which they lost, nor in how they presented it. In this case, although the NGCs' knowledge allegation was never strong, I would not go so far as to say that it was so hopeless that it ought never to have been raised in the first place: after all, the financial statements of the NMC Group did not reflect the lending from DIB itself. However, the allegation was never adequately pleaded, and was pursued stubbornly after it became apparent that there was not real foundation at least for the allegation of actual knowledge, which nevertheless had not been abandoned by the start of the trial.
38. Finally, and importantly, an order that the NGCs do not recover their costs in relation to the knowledge allegation would not, by itself, realistically reflect that DIB must have incurred much greater costs in that regard than the NGCs, not least by way of disclosure; and so would not do justice between the parties.
39. In my judgment, DIB is entitled to recover from the NGCs its costs in relation to the knowledge allegation. It should also be entitled to recover from the NGCs what they have paid in respect of Dr Shetty's costs.
40. Should DIB's costs be assessed on the indemnity or the standard basis? DIB argued for the indemnity basis on the grounds that "*the fraud allegations were pursued against DIB without any proper foundation and were largely abandoned late in the day at trial and without any explanation as to why they were pursued to the 11th hour. And those allegations that were pursued to judgment were dismissed. Allegations of fraud are taken particularly seriously in the UAE, with the potential to be very damaging to the individuals concerned and to DIB as an Islamic Bank founded and run on Islamic principles*".
41. As I have said, fraud was never alleged against DIB, or any employee of DIB, and I am not persuaded that the knowledge allegation, when originally made, was entirely hopeless. Subject to those observations, I see force in DIB's arguments. However, given that it is itself relatively unusual to order a party who has been successful in the litigation as a whole to pay any of the costs of an unsuccessful party, I am not persuaded that the NGCs' conduct with regard to the knowledge allegation has been so egregious as to warrant assessment of DIB's costs on the indemnity basis. They are to be assessed on the standard basis, and to be set off against the costs awarded to the NGCs under CPR rule 204.
42. I come to DIB's contention about the restitution claim. This was a distinct claim on which the NGCs lost, and I consider that their recoverable costs should be reduced to reflect this. In my judgment, this is best achieved by awarding them a reduced proportion of their costs, and the expense and inconvenience of a separate assessment in relation to this issue is not justified. Much of Mr Sarther's evidence, including his cross-examination at the trial, was occasioned by this claim and so was a limited part of the expert evidence and some part of the submissions. An assessment of this kind is, of its nature, somewhat impressionistic, and I conclude that justice is achieved by awarding the NGCs only 90% of their costs other than those referable to the knowledge allegations.



Payment on Account of Costs

43. The NGCs seek a payment on account of their costs under CPR rule 195, and DIB does not dispute my jurisdiction to make an order of this kind for the payment of a reasonable amount. In *Excalibur Ventures LLC v Texas Keystone Inc*, [2015] EWHC 566, Christopher Clarke LJ provided guidance (esp. at para 23) about how a payment of this kind is to be assessed: “*What is a reasonable amount will depend on the circumstances, the chief of which will, by definition, have been no detailed assessment and thus an element of uncertainty, the extent of which may differ from case to case as to what will be allowed on a detailed assessment. Any sum will have to be an estimate. A reasonable sum would often be one that was an estimate of the likely level of recovery subject ... to an appropriate margin to allow for error in the estimation*”. He continued (at para 24), “*In determining whether to order any payment and its amount, account needs to be taken of all relevant factors including the likelihood (if it can be assessed) of the [applicant for a payment on account] being awarded the costs that they seek or a lesser sum and if so what proportion of them; the difficulty, if any, that may be faced in recovering those costs; the likelihood of a successful appeal; the means of the parties; the imminence of any assessment; any relevant delay and whether the paying party will have any difficulty in recovery in the case of overpayment*”. In my judgment, this English guidance about the approach to an application of this kind is applicable in the ADGM, and I shall seek to follow it, so far as it is relevant, in this case.
44. When the matter first came before the Court, the NGCs relied on a witness statement of 4 September 2023 made by Ms Karabeth Ovenden, a partner in Quinn Emanuel Urquhart & Sullivan UK LLP (“QE”), the NGCs’ representatives, in which she stated that an analysis of the Claimants’ costs was “*presently underway*”, but that she understood from “*discussion with the individuals preparing the draft statement of costs that the Claimants’ fees and costs of these Proceedings, excluding those costs previously ordered by the Court, are expected to be approximately USD 30 million*”, describing this as a “*conservative indication*” of the relevant fees and costs. However, after the first day of the hearing, by a further witness statement of 27 September 2023, Ms Ovenden explained that she had learned that this estimate was seriously excessive, and set out a schedule showing approximate costs of some US\$16.3 million. She explained that a key individual, with whom she had primarily dealt when the first estimate was being made, had been (and still was) suffering from medical problems. The revised figure had been prepared by a costs draftsman. Ms Ovenden advised the Court and DIB’s representatives promptly upon learning of the error.
45. DIB (entirely appropriately) asked for no further information about the illness that led to the erroneous estimate. It did, however, express concern that the work on costs apparently relied on one person at QE, and contended that it should have been better checked. It was also said that the error was not properly explained. DIB submitted that, in the circumstances, the Court should not order an interim payment on account of costs without requiring that the NGCs to “*file a properly itemised statement of costs which has been prepared and verified by [the NGCs’] costs draftsman service ..., which can then be considered by DIB and the Court*”.
46. I do not need to adjudicate upon the criticisms of the supervision or checking of the original estimate. Order for payments on account are conventionally made on the basis of estimates of the kind now before the Court, and I am not persuaded that the unfortunate history requires me to adopt a different course or would justify me in doing so. There is no proper reason not to accept the evidence of Ms Ovenden in her witness statement of 27 September 2023.
47. DIB did not contend that no payment on account should be ordered, and it was, in my judgment, right not to do so. I therefore must assess its amount. As was recognised in the *Excalibur Ventures* case, this involves making an estimate that is inevitably somewhat uncertain, and I should err on the side of caution. On the face of it, the estimate of US\$16.3 million is not a remarkably high one: indeed, during the hearing DIB said that its own costs were “*likely to be in the region of \$17 million*”. However, I must bring into



account: (i) that the NGCs are likely to recover only some of their costs on a detailed assessment, (ii) that I have disallowed their costs relating to the knowledge allegation, and (iii) I have awarded only 90% of their other costs. These considerations lead me to a sum of US\$8 or 9 million. I must reduce this amount further to take account of the costs awarded to DIB in respect of the knowledge allegation, which are to be set off against the NGCs' recoverable costs. In my judgment, an appropriate sum to order by way of a payment on account of costs is US\$4 million.

48. DIB submitted a payment on account should be ordered in respect of the award of costs in its favour in respect of the knowledge allegation. I reject that submission because I have ordered that this award be set off against the award of costs in the NGCs' favour, and brought the set off into account in estimating their payment on account.

Costs of the application for interim relief

49. By an order of 17 May 2023, I awarded DIB its costs in respect of an unsuccessful application for an anti-suit injunction. DIB asked me to assess those costs, but it did not put before the Court a statement that complied with Practice Direction 10, Annexure 2. In those circumstances, as I explained during the hearing, I was not prepared to make a summary assessment, but permitted DIB to restore its application if these costs cannot be agreed.

Order

50. I should be grateful if the NGCs' representatives would draft an order to give effect to my decisions about costs, and seek to reach agreement about it with DIB's representatives.



Issued by:

Linda Fitz-Alan
Registrar, ADGM Courts
9 November 2023



SCHEDULE 1 - Claimants

No.	Companies	Registration No.	Address
1.	NMC Healthcare LTD , including its branch NMC Healthcare LTD- Dubai Branch with license no. 610400 (in administration) (subject to deed of company arrangement) (formerly known as N.M.C Health Care (L.L.C), with license no. 610400)	000004210	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
2.	NMC Royal Hospital LTD including its branch NMC Royal Hospital LTD – SHJ.BR, with license no. 16506 (formerly known as Al Zahra Pvt. Hospital Company Limited, with license no. 16506)	000004237	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
3.	Bait Al Shifaa Pharmacy LTD including its branches Bait Al Shifaa Pharmacy LLC Dubai Branch- Jafza, with commercial license no. 164999 and Bait Al Shifaa Pharmacy LTD– Dubai Branch, with license no. 224351 (formerly known as Bait Al Shifaa Pharmacy (LLC), with license no. 224351)	000004236	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
4.	Eve Fertility Center LTD including its branch Eve Fertility Center LTD – SHJ.BR, with license no. 539107 (formerly known as Eve Fertility Center L.L.C, with license no. 539107)	000004206	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
5.	Fakih IVF Fertility Center LTD including its branches Fakih IVF Fertility Center LTD with license no. CN-1360709, Fakih IVF Fertility Center LTD – Branch 3, with license no. CN-1360709-3, and Fakih IVF Fertility Center LTD – Branch 4 with license no. CN-1360709-4 (formerly known as Fakih IVF Fertility Center L.L.C., with license no. CN-1360709)	000004224	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
6.	Fakih IVF LTD including its branch Fakih IVF LTD- Dubai branch with license no. 666849) (formerly known as Fakih IVF L.L.C, with license no. 666849)	000004220	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates



No.	Companies	Registration No.	Address
7.	<p>Grand Hamad Pharmacy LTD including its branch Grand Hamad Pharmacy LTD, with license no. 607766</p> <p>(formerly known as Grand Hamad Pharmacy LLC, with license no. 607766)</p>	000004238	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
8.	<p>Hamad Pharmacy LTD including its branch Hamad Pharmacy LTD, with license no. 118795</p> <p>(formerly known as Hamad Pharmacy L.L.C, with license no. 118795)</p>	000004209	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
9.	<p>N M C Provita International Medical Center LTD including its branches N M C Provita International Medical Center LTD with license no. CN-1194307, N M C Provita International Medical Centre LTD. – Branch 1, with license no. CN-1194307-1, Provita International Medical Centre LTD – Branch 2, with license no. CN-1194307-2, and N M C Provita International Medical Centre L.L.C. – Branch 3, with license no. CN-1194307-3</p> <p>(formerly known as N M C Provita International Medical Center L.L.C., with license no. CN-1194307)</p>	000004240	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
10.	<p>N M C Royal Hospital LTD including its branches NMC Royal Hospital LTD-Dubai Branch with license no. 710432, NMC Clinic (BR of NMC Royal Hospital LLC) with license no. 814785, NMC Polyclinic Branch of NMC Hospital LLC with license no. 163880, NMC DIC Clinic and Pharmacy (BR of NMC Royal Hospital LLC) with license no. 860025 and NMC Specialty Hospital DIP (BR of NMC Royal Hospital LTD)-Dubai Branch formerly NMC Hospital (BR of NMC Royal Hospital LLC) with license no. 878386,</p> <p>(formerly known as N M C Royal Hospital L.L.C, with license no. 710432)</p>	000004225	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
11.	<p>N M C Royal Hospital LTD including its branch in Abu Dhabi, N M C Royal Hospital LTD, with license no. CN-2015786.</p> <p>(formerly known as N M C Royal Hospital L.L.C., with license no. CN-2015786)</p>	000004245	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates



No.	Companies	Registration No.	Address
12.	<p>N M C Royal Medical Centre LTD including its branches N M C Royal Medical Centre LTD with license no. CN-2150457, NMC Royal Medical Centre LTD – Branch (Shahama), with license no. CN-2912685, and NMC Royal Medical Centre LTD –Branch (Karama), with license no. CN-2895125, and NMC Royal Medical Centre LTD –Branch 1, with license no. CN-2150457-1</p> <p>(formerly known as N M C Royal Medical Centre L.L.C., with license no. CN-2150457)</p>	000004197	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
13.	<p>N M C Specialty Hospital LTD with its branch in Abu Dhabi, NMC Specialty Hospital LTD with license no. CN-1026386</p> <p>(formerly known as NMC Specialty Hospital- LLC, with license no. CN-1026386)</p>	000004217	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
14.	<p>N.M.C Specialty Hospital LTD including its Dubai branch NMC Specialty Hospital LTD-Dubai Branch with license no. 562359</p> <p>(formerly known as N M C Specialty Hospital (LLC), with license no. 562359)</p>	000004241	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
15.	<p>New Medical Centre LTD including its Dubai branch New Medical Centre LTD- Dubai Branch with license no. 127562</p> <p>(formerly known as New Medical Centre L.L.C, with license no. 127562)</p>	000004214	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
16.	<p>New Medical Centre LTD including trading in Ras Al Khaimah as NMC Royal Dental Centre under license no. 38678, NMC Royal Medical Centre, under license no. 21518 and NMC Royal Pharmacy, under license no. 21669 and including its branches New Medical Centre Ajman LLC-BR, with license no. 95454, New Medical Centre L.L.C – Branch of Abu Dhabi 2, with license no. CN-1831682, New Medical Centre L.L.C.-Branch, with license no. 185190 and New Medical Centre LTD – SHJ.BR, with license no. 25954</p> <p>(formerly known as New Medical Centre L L C, with license no. 25954)</p>	000004216	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
17.	<p>New Medical Centre Pharmacy LTD including its branches New Medical Centre Pharmacy LTD – with license no. CN-1135313, New Medical Centre Pharmacy – LTD – Al Ain – NMC – Branch 1, with license number CN-1135313-1</p> <p>(formerly known as New Medical Centre</p>	000004253	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates



No.	Companies	Registration No.	Address
	Pharmacy - L.L.C – AIAin – NMC, with license no. CN-1135313)		
18.	New Medical Centre Pharmacy LTD including its branches in Sharjah, New Medical Centre Pharmacy LLC NMC Branch 1, with license no. 766270 and New Medical Centre Pharmacy LTD – SHJ.BR, with license no. 608411 and branch in Ajman, New Medical Centre Pharmacy/Branch, with license no. 96634 (formerly known as New Medical Centre Pharmacy LLC– N.M.C, with license no. 608411)	000004255	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
19.	New Medical Centre Specialty Hospital LTD including its branch New Medical Centre Specialty Hospital LTD with license no. CN-1135806 (formerly known as New Medical Centre Specialty Hospital LLC, with license no. CN-1135806)	000004228	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
20.	New Pharmacy Company LTD including its branches New Pharmacy Company LTD with license no. CN-1029364, New Pharmacy Company LTD – Branch 1, with license no. CN-1029364-1, New Pharmacy Company LTD – Branch 2, with license no. CN-1029364-2, New Pharmacy Company LTD – Branch 4, with license no. CN-1029364-4, New Pharmacy Company LTD – Branch 6, with license no. CN-1029364-6, New Pharmacy Company LTD – Branch 7, with license no. CN-2914258, New Pharmacy Company LTD – Branch – (Shahama), with license no. CN-2936047, and New Pharmacy Company LTD – Branch 9, with license no. CN-2832792 (formerly known as New Pharmacy Company W L L, with license no. CN-1029364)	000004230	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
21.	New Sunny Medical Centre LTD including its branch New Sunny Medical Centre LTD – SHJ.BR, with license no. 556959 (formerly known as New Sunny Medical Centre LLC; N.M.C Medical Center L.L.C Shj. BR 2, with license no. 556959)	000004202	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
22.	NMC Royal Family Medical Centre LTD including its branch in Abu Dhabi, NMC Royal Family Medical Centre LTD with license no. CN-1491505 (formerly known as NMC Royal Family Medical Centre L.L.C., with license no. CN-1491505)	000004243	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates



No.	Companies	Registration No.	Address
23.	NMC Royal Women's Hospital LTD including its branch in Abu Dhabi, NMC Royal Womens Hospital LTD with license no. CN-1532709 (formerly known as NMC Royal Womens Hospital L.L.C., with license no. CN-1532709)	000004235	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
24.	Sharjah Pharmacy LTD including its branch Sharjah Pharmacy LTD – SHJ.BR, with license no. 14966 (formerly known as Sharjah Pharmacy L.L.C, with license no. 14966)	000004239	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
25.	Sunny Al Buhairah Medical Centre LTD including its branch Sunny Al Buhairah Medical Centre LTD – SHJ.BR, with license no. 558052 (formerly known as N.M.C MEDICAL CENTER L.L.C SHJ.BR and Sunny Al Buhairah Medical Centre LLC, with license no. 558052)	000004199	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
26.	Sunny Al Nahda Medical Centre LTD including its branch Sunny Al Nahda Medical Centre LTD – SHJ.BR, with license no. 572409 (formerly known as N.M.C MEDICAL CENTER L.L.C SHJ.BR 4 and Sunny Al Nahda Medical Centre LLC, with license no. 572409)	000004232	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
27.	Sunny Dental Centre LTD including its branch Sunny Dental Centre LTD – SHJ.BR, with license no. 571311 (formerly known as N.M.C Dental Centre L.L.C and Sunny Dental Centre LLC, with license no. 571311)	000004198	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
28.	Sunny Halwan Speciality Medical Centre LTD including its branch Sunny Halwan Speciality Medical Centre LTD – SHJ.BR, with license no. 747560 (formerly known as Sunny Halwan Speciality Medical Centre LLC, with license no. 747560)	000004204	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
29.	Sunny Maysloon Speciality Medical Centre LTD including its branch Sunny Maysloon Speciality Medical Centre LTD – SHJ.BR, with license no. 751420 (formerly known as Sunny Maysloon Speciality Medical Centre L.L.C, with license no. 751420)	000004205	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates



No.	Companies	Registration No.	Address
30.	<p>Sunny Medical Centre LTD including its branch Sunny Medical Centre LTD – SHJ.BR, with license no. 212280</p> <p>(formerly known as N.M.C MEDICAL CENTER L.L.C SHJ.BR 1 and Sunny Medical Centre LLC, with license no. 212280)</p>	000004231	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
31.	<p>Sunny Sharqan Medical Centre LTD including its branch Sunny Sharqan Medical Centre LTD – SHJ.BR, with license no. 744404</p> <p>(formerly known as Sunny Sharqan Medical Centre L.L.C, with license no. 744404)</p>	000004203	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates
32.	<p>Sunny Specialty Medical Centre LTD including its branch Sunny Specialty Medical Centre LTD- SHJ. Br., with license no. 545893</p> <p>(formerly known as N.M.C MEDICAL CENTER L.L.C SHJ.BR 3 and Sunny Speciality Medical Centre LL.C., with license no. 545893)</p>	000004200	DD # 16 - 109 - 007, 16th Floor, Wework Hub71, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates

**SCHEDULE 2****No. Insurer Defendants**

2. Aetna Global Benefits (Middle East) LLC
3. Dubai Insurance Company psc
4. Gulf Insurance Group (Gulf) BSC (formerly Axa Insurance (Gulf) BSC)
5. American Life Insurance Company
6. Neuron LLC
7. NAS Administration Services LLC
8. Saudi Arabian Insurance Company B.S.C (C).
9. Al Buhaira National Insurance Company
10. MedNet UAE FZ LLC
11. National General Insurance Co. (psc) – HealthNet
12. GlobeMed Gulf Healthcare Solutions LLC (Discontinued)
13. MSH International LLC