



ADGM COURTS
محاكم سوق أبوظبي العالمي

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**

**IN THE MATTER OF NMC HEALTHCARE LTD (IN ADMINISTRATION) (SUBJECT TO A DEED OF
COMPANY ARRANGEMENT) AND THE COMPANIES LISTED IN SCHEDULE 1**

AND IN THE MATTER OF THE INSOLVENCY REGULATIONS 2015

BETWEEN

**NMC HEALTHCARE LIMITED
(IN ADMINISTRATION) (SUBJECT TO DEED OF COMPANY ARRANGEMENT)**

Applicant

and

- (1) NOOR CAPITAL PSC
- (2) ADEL M. EL HASSAN
- (3) ABDUL JABBAR AL-SAYEGH
- (4) MOHAMMED GHOSHEH
- (5) DR. HAMAD AL-HASAWI
- (6) DR. ABDULLA ESSA ZAMZAM
- (7) FAISAL GALADARI
- (8) RASHEED SAIF JABER AL SUWAIDI
- (9) SALEH HASSAN AL-AFALEQ
- (10) TARIQ KHALIL BADRAN
- (11) ENG. ABDULMAJED ALMESHAAAL
- (12) ABDULLAH AL SAADI

Respondents

JUDGMENT OF JUSTICE KENNETH HAYNE

Neutral Citation:	[2023] ADGMCFI 0003
Before:	Justice Kenneth Hayne
Decision Date:	23 February 2023
Decision:	<ol style="list-style-type: none"> 1. The contempts alleged as counts 1 to 7 against the first and third respondents are proved. 2. The contempts alleged against the other respondents are not proved. 3. Issues about purging the proved contempts and the further orders in consequence of the findings of contempt stand adjourned to a date to be fixed. 4. The costs of the hearing are reserved.
Hearing Dates:	14 and 15 February 2023
Date of Order:	23 February 2023
Catchwords:	Contempt by breach of court order; Principles of contempt; Admission of contempt; Role and authority of chairman of a company under UAE Law; Whether directors instructed and approved acts and omissions constituting the contempts
Cases Cited:	<p>A-G for Tuvalu v Philatelic Distribution Corporation [1990] 1 WLR 926</p> <p>Integral Petroleum SA v Petrogat FZE [2020] EWHC 558 (Comm)</p> <p>Marengo v Daily Sketch and Sunday Graphic Ltd 1948 1 All ER 406</p> <p>Dar Al Arkan Real Estate Development Co v Refai ([2015] 1 WLR 135</p> <p>Kwan Ping Bong v R [1979] AC 609</p> <p>Masri v Consolidated Contractors International Co SAL [2011] EWHC 1024 (Comm) [145]-[146]</p> <p>Petrogat [2020] EWHC 558 (Comm) at [148]</p> <p>Solicitor General v Jones [2013] EWHC 2579 (Fam) at [20]-[23]</p> <p>Jones [2013] EWHC 2579 (Fam) at [23]</p>
Legislation Cited:	<p>Federal Decree Law No 32 of 2021 concerning Commercial Companies</p> <p>Insolvency Regulations 2015</p>
Case Number:	ADGMCFI-2020-020
Parties and representation:	<p>Mr Richard Lissack KC and Mr Robin Loof, instructed by Quinn Emanuel Urquhart & Sullivan UK LLP for the Applicant</p> <p>Mr Patrick Dillon-Malone SC instructed by Clyde & Co LLP for the Respondents</p>

JUDGMENT

1. It is convenient for me to begin these reasons by repeating some of what I have said in earlier reasons I have given in this matter.
2. On 9 December 2022, NMC Healthcare Ltd (in administration) (subject to a deed of company arrangement) (**NMCH**) filed applications seeking orders that Noor Capital PSC (**Noor**) and Mr Adel M El Hassan (the second respondent) be held in contempt of court for failing to comply with the order of Justice Sir Andrew Smith dated 5 October 2022 (the **5 October Order**). NMCH alleged that Mr El Hassan was, at material times, the Legal Manager of Noor. A week later, NMCH filed further applications seeking like orders in respect of ten other individuals who, NMCH alleged, were at material times either directors of, or in one case (the twelfth respondent) the Chief Executive Officer of, Noor.
3. The order of Justice Sir Andrew Smith dated 5 October 2022 included the following provisions:
 1. *The Respondent, Noor Capital PSC, whether by itself, its servants, agents or otherwise, shall not commence or prosecute or continue any proceedings in any Court or Tribunal in the Emirate of Dubai against the Applicant (whether styled as NMC Healthcare Ltd or NMC Healthcare LLC) for any enforcement or execution of any debt or claim arising out of or in connection with the facility dated 12 December 2019 or the Respondent's proof of debt dated 13 October 2020 submitted in the Applicant's administration in the ADGM, whether or not any judgment has been issued in respect of such debt or claim by any Court or Tribunal.*
 2. *The prohibitions in paragraph 1 of this Order shall not apply: -*
 - a. *to any proceedings commenced or continued with any permission granted to the Respondent by this Court pursuant to the provisions of the Abu Dhabi Global Market Insolvency Regulations, in particular, sections 44, 45 and 78 thereof; or*
 - b. *to participation by the Respondent as a respondent to any application commenced by the Applicant against the Respondent or ... to prohibit the response by the Respondent to any request for information or assistance made by Courts of the Emirate of Dubai or at the initiative of those Courts.*
 3. *The Respondent shall (i) apply to stay or (ii) if it cannot apply to stay and obtain a stay, withdraw or cause to be withdrawn forthwith and in any event by 5.00 pm GST on 10 October 2022 the Respondent's applications dated 28 September 2022, 3 October 2022 and 4 October 2022 in Dubai Courts Commercial Execution No. 3972 of 2020.*
4. In the reasons for decision Justice Sir Andrew Smith gave for making these orders, he set out a history of the events that had preceded NMCH seeking them. For the moment it is enough to notice only some of that history and to do that by setting out the first three paragraphs of the reasons for decision:

His Honour said:

1. *This matter concerns a payment order obtained in the Courts of Dubai by Noor Capital PSC, to whom I shall refer as "Noor", in the sum of some AED 567 million against NMC Healthcare Limited, to whom I shall refer as "Healthcare". After an appeal to the Court of Appeal and then to the Court of Cassation in Dubai, that payment order was upheld by order of the Court of Cassation of 5 September 2022.*
2. *Healthcare went into administration in the Abu Dhabi Global Market ("ADGM") on 27 September 2020. This Court made an administration order in respect of it and also 35 of its direct or indirect subsidiaries. Thirty five of those 36 companies, including Healthcare, entered into Deeds of Company Arrangement, all dated 21 September 2021. Noor submitted a proof of debt in Healthcare's administration.*

3. *Healthcare is still in administration and still subject to a Deed of Company Arrangement. When a company is in administration, section 45 of the Insolvency Regulations prohibits enforcement of any judgment against it, except with the consent of the administrators or the permission of the Court. Further, the terms of Healthcare's Deed of Company Arrangement are binding upon Noor. They include provisions that no person bound by the deed – and Noor is bound by the deed - may, without consent of the deed administrators, take any action whatsoever to seek to recover a claim from Healthcare, including through any enforcement action. The Deed of Company Arrangement is governed by the law of ADGM.*

The alleged contempts

5. At the outset of the proceedings (both as against the first and second respondents, and then as against the remaining respondents) NMCH alleged eight acts or omissions constituted disobedience of the 5 October Order and thus contempt.

6. Those eight contraventions (shorn of allegations attributing the breach to particular respondents) were that:

In contravention of paragraph 1 of the 5 October Order:

- a. On 19 October 2022, Noor applied to the Dubai Execution Judge to enforce the Dubai Payment Order by disbursement of AED 29,785-91 deposited in the Dubai Court by Al Khaliji Feance SA Bank;
- b. On 26 October 2022, Noor (by its onshore lawyer Mr El Sherif) met with the Execution Judge seeking approval to pursue Dubai Courts Commercial Execution No 3972 of 2020;
- c. On 27 October 2022, Noor applied to the Dubai Execution Court for a lifting of the stay of enforcement of the Payment Order;
- d. On 3 November 2022, Noor submitted an appeal against the rejection of the application made on 27 October 2022;
- e. On 7 November 2022, Noor (by its onshore lawyer Mr El Sherif) lodged in the Dubai Grievance Appeal Court a further appeal against the rejection of the 3 November application;
- f. On 8 November 2022, Noor (by its onshore lawyer Mr El Sharif) lodged a Commercial Execution Appeal against the rejection of the 27 October application; and
- g. In contravention of paragraph 3 of the 5 October Order, Noor did not apply to stay, or obtain a stay, withdraw or cause to be withdrawn by 5:00pm GST on 10 October 2022, its applications dated 28 September 2022, 3 October 2022, and 4 October 2022 in Dubai Courts Commercial Execution No 3972 of 2022; and lastly,
- h. In contravention of what was said to be “*the clear and obvious implication*” of the 5 October Order, the second respondent (Mr El Hassan) sent a letter dated 22 November 2022 to NMCH's lawyers which NMCH alleged “*threaten[ed] legal action as a result of [NMCH]seeking to enforce*” the 5 October Order.

Although not strictly accurate, it is convenient to refer to these allegations as “**counts**”.

7. In a memorandum dated 16 December 2022, served on the respondents, NMCH gave an outline of its case that the respondents had breached the 5 October Order in the ways NMCH alleged. It said that the second to twelfth respondents, “*each having a positive duty to ensure*” that Noor complied with the 5 October Order had “*caused [Noor] to violate*” that order. It amplified that allegation in respect of each count of contempt by alleging that the relevant act or omission of Noor

was done “*in furtherance of a resolution or decision of [Noor’s Board of Directors] comprising the third to eleventh respondents and executed by the twelfth respondent [Noor’s CEO] as advised by the second respondent [Noor’s Legal Manager]*”.

8. In written submissions dated 9 February 2023, filed for the purposes of the hearing of the applications, NMCH maintained the case it had described in the 16 December 2022 memorandum by submitting that the Court should infer from certain primary facts that Noor’s directors:

“expressly instructed and approved all steps taken in the Dubai onshore courts to enforce the Debt” which was the subject of the Payment Order”;

“were aware of the [5 October Order] from 6 October 2022”;

“actively decided to disregard the [5 October Order];”

“expressly instructed and approved the acts constituting Contempts 1 to 6 knowing that those were in violation of the [5 October Order]” and

“expressly instructed and approved the failure (still ongoing) to withdraw the applications before the Dubai onshore courts which constitute Contempt 7”.

9. But the written submissions also put forward an alternative case against the directors. Noor submitted (at paragraph 99) that the directors should be found liable because they:

“were aware of the [5 October Order];

had and have the authority to ensure that [Noor] took the steps required by [the 5 October Order];

knew of the ongoing enforcement of the Debt in the Dubai onshore courts;

failed to delegate or assign the taking of the steps required by the [5 October Order] and to ensure that they were carried out; and/or

failed to ensure that [Noor] took such steps.”

10. In respect of the second respondent (Noor’s Legal Manager) NMCH submitted that “*there is a strong basis for the Court to infer that the Second Respondent, as an officer of [Noor] ... actively contributed to [Noor’s] non-compliance*” in that he “*actively aided*” Noor to disregard the order, “*failed to take any steps to ensure*” that Noor complied with the order and “*adopted [Noor’s] justification for continuing to enforce the Debt in the Dubai onshore courts*”.

11. In respect of the twelfth respondent (Noor’s CEO) NMCH submitted that there is an “*irresistible inference that the twelfth respondent has actively agreed to and endorsed [Noor’s] serial and continuing violations*” of the 5 October Order.

12. The respondents did not submit that NMCH could not or should not be permitted to advance this alternative case and, as will appear, NMCH placed this alternative formulation of its case at the forefront of its submissions. But it is important first to notice some other events that occurred before the contempt applications came on for hearing on 14 February 2023.

Application to the Federal Supreme Court

13. In January 2023, Noor applied to the Federal Supreme Court to resolve what it alleged to be a conflict of jurisdiction arising between the ADGM Courts and Dubai Courts. Noor asked the Federal Supreme Court to stay NMCH’s contempt applications. On 9 February 2023, on the first return of that application, the Federal Supreme Court refused to grant the stay Noor had sought and adjourned the matter for further hearing on 20 February 2023.

14. The parties have not informed the Court of what transpired at that further hearing and have made no submission suggesting that I should postpone the giving of this judgment. The Federal Supreme Court having refused to grant the stay Noor sought, I have no reason to delay giving judgment.

Admissions and an application to purge contempt

15. On 8 February 2023 (a week before the commencement of the hearing) Noor and the Chairman of Noor (the third respondent – Mr Al Sayegh) applied to purge their contempt. Mr Al Sayegh swore an affidavit in support of that application saying that, “*having had the benefit of advice from the respondents’ external counsel*”, he now recognised that “*the steps taken to advance [Noor’s] position in the Dubai Court Proceedings after 5 October 2022 were in breach of and inconsistent with the 5 October Order of this Court*”. In that affidavit Mr Al Sayegh also said, in effect, that he, and he alone, was entirely responsible for the actions taken by or on behalf of Noor after the 5 October Order.
16. In their skeleton argument (filed on behalf of all respondents on 9 February 2023) the respondents said that they did not dispute “*that the actions of [Noor] and of Mr Al Sayegh on its behalf after 5 October 2022 amounted to a breach*” of the 5 October Order and that they did not dispute “*that the actions and omissions set out in the charges against them happened or that Mr Al Sayegh and [Noor], through its Chairman [Mr Al Sayegh], had the required mental element to support findings of contempt against them as charged*”.

The Hearing

17. Notwithstanding these admissions by Noor and Mr Al Sayegh (and their applications to purge their contempts), NMCH pressed its applications against the remaining respondents: the second respondent (Mr El Hassan, Legal Manager of Noor), the fourth to eleventh respondents (the Directors of Noor other than Mr Al Sayegh) and the twelfth respondent (Mr Ghosheh, Noor’s CEO). Counsel and solicitors appearing for Noor and the third respondent (Mr Al Sayegh) appeared for all the other respondents.
18. At the outset of the hearing, both sides submitted, and I agreed, that questions of purging of contempt, as well as questions about penalty should stand over until after I had decided whether NMCH proved the contempts it alleged that the second and fourth to twelfth respondents had committed.
19. NMCH submitted that I should infer that each of these other respondents had participated in the conduct alleged to be contempts by Noor by that other respondent aiding or abetting Noor to breach the 5 October Order or by that other respondent wilfully failing to take reasonable steps to ensure that Noor obeyed the 5 October Order.
20. NMCH relied (without objection) on five affidavits by its legal representatives (two by Mr Richard East of Quinn Emmanuel Urquhart & Sullivan UK LLP) and three by Mr Al Osaiba (of Global Advocacy and Legal Counsel, a UAE practitioner).
21. The respondents relied on the affidavit of Mr Al Sayegh. Counsel for NMCH cross-examined Mr Al Sayegh.
22. No respondent sought to submit that the affidavits relied on by NMCH (and the documents exhibited to the affidavits) did not prove to the requisite standard that Noor had taken the steps alleged in the first six counts or the step alleged in the eighth count. Nor did any respondent seek to submit that the affidavits did not prove to the requisite standard that, as alleged in the seventh count, Noor had not taken the steps required by paragraph 3 of the 5 October Order, whether by the time stated in the order or subsequently. Noor’s commission of these acts and omissions was taken as the undisputed premise for the arguments at the trial.

23. In the course of its counsel's final address, NMCH indicated that it no longer pressed count 8 about the letter of 22 November 2022 that the second respondent sent to NMCH. I therefore need say little more about count 8 and need decide only the first seven counts – six alleged to be contraventions of paragraph 1 of the 5 October Order and the seventh a contravention of paragraph 3.

The 5 October Order

24. The 5 October Order was directed only to Noor. The order was not directed in terms to any servant or agent of Noor. But, of course, the prohibitory order made in paragraph 1 recognised that corporations act only through natural persons. Hence, paragraph 1 prohibited Noor (whether by itself, its servants agents or otherwise) from commencing, prosecuting or continuing any proceedings of the kind described. (For completeness I should note that paragraph 2 of the order qualified the prohibitions in paragraph 1 but it was not suggested that those qualifications are relevant in any way to the present applications.) Paragraph 3 was a command to Noor. It required Noor to apply to stay or (if it could not apply to stay and obtain a stay) withdraw or cause to be withdrawn forthwith, and in any event by 5:00 pm GST on 10 October 2022 three identified applications Noor had made in the specified Dubai Courts Commercial Execution.

25. There could be no doubt about what the order prohibited or about what it required and no party submitted to the contrary. I should foreshadow, however, that there was some debate about whether the requirement in paragraph 3 of the order – that Noor apply to stay (or withdraw) the identified applications forthwith (and in any event by the time stated in the order) – was a “*continuing*” obligation. This characterisation was applied in aid of arguments by NMCH that sought to treat what directors of Noor, and the second and twelfth respondents knew, and did or did not do after the date fixed in paragraph 3 of the 5 October Order (10 October 2022) constituted their being party to a breach of paragraph 3 of the order.

26. The central issues that remained between the parties at the end of the trial were whether any of the second, and fourth to twelfth respondents, being aware of the order, should be found to have been party to any of Noor's breaches. (See *A-G for Tuvalu v Philatelic Distribution Corporation* [1990] 1 WLR 926, 936F; *Integral Petroleum SA v Petrogat FZE* [2020] EWHC 558 (Comm) at [148] and cases there cited, including the *Tuvalu* case).

Some basic principles

27. It is convenient to frame the discussion that follows by beginning with some basic points.
28. First, NMCH rightly accepted that allegations of contempt must be proved to the criminal standard. All that follows must be understood in that light.
29. Second, the present applications were brought pursuant to Part 33 of the ADGM Court Procedure Rules. Rule 287(1) provides that, if a person required by an order to do an act other than for the payment of money does not do it within the time fixed by the order, or disobeys an order not to do an act, the order may be enforced by an order for a penalty. Rule 287(3) provides that if (as here) the person referred to in rule 287(1) is a company, the penalty order may be made “*against any director or other officer of that company*”.
30. Rule 287(5) provides that an order to do or not to do an act may not be enforced unless there is prominently displayed on the front of the order served on the person required to do the act or not do the act in question “*a warning to the person required to do the act or not to the act in question that disobedience to the order would be contempt of court punishable by a penalty*”.
31. The 5 October Order bore the required penal notice. It was printed in block capitals and read:

If you, Noor Capital PSC, do not comply with 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 other person who knows of this order and does anything which helps or permits you to breach the terms of this order may also be held to be in contempt of court and may be fined or referred to the Attorney General of Abu Dhabi” (emphasis added).

32. Although different forms of expression are to be found in the decided cases, the part of the penal notice that I have emphasised captures the core of the principles that are to be applied in determining whether any of the second or fourth to twelfth respondents should be held to be in contempt. Did they (or any of them) so conduct themselves “*as to obstruct the course of justice in assisting a breach*”? (*Marengo v Daily Sketch and Sunday Graphic Ltd 1948 1 All ER 406*; *Arlidge Eady and Smith on Contempt*, 5th Ed at 12-120) Or as Beatson LJ said in *Dar Al Arkan Real Estate Development Co v Refai* ([2015] 1 WLR 135, 148 [33]) “*for a director or officer to be liable, it is necessary to show that he or she knew of and was responsible for the company’s breach of the order*”. Responsibility may be established by showing that the respondent helped or permitted the breach.
33. “*Helping*” embraces active conduct of the kind captured by aiding and abetting; “*permitting*” embraces some kinds of failure to act. Did any of the relevant respondents aid and abet any of the company’s breaches? Did any of them permit any of those breaches? And, as explained by the Court of Appeal in the *Tuvalu* case ([1990] 1 WLR 926, 936G) a director will permit a breach if the director wilfully fails to take reasonable steps to ensure that the order is obeyed.

NMCH’s case

34. In its 16 December 2022 memorandum, NMCH alleged that the directors had expressly instructed and approved of the acts and omissions constituting the contempts. But at the hearing, NMCH devoted little or no time to this aspect of its argument.
35. Instead, the general tenor of its argument was that I should find that the directors (and the Legal Manager and the CEO) knew enough about the 5 October Order and what it required that they were each duty bound to do something to prevent Noor breaching the order and that, none of these respondents having gone into evidence, I should conclude that they had done nothing to try to secure compliance with the order. I say “*try to secure compliance*” because NMCH’s case was that, when each became aware of the 5 October Order, each director, and the CEO and Legal Manager (both of whom NMCH submitted were officers of the company) were duty bound to take whatever steps were open to that respondent to have Noor comply with the order.
36. Although, as I say, little was said in support of the argument that the directors *expressly* instructed and approved of the relevant acts and omissions referred to in counts 1 to 7, I should record that I cannot and do not find that the directors as a body (or any of them other than the third respondent Mr Al Sayegh) gave any instruction of the kind alleged. Further, I cannot and do not find that the directors as a body, or any of them other than Mr Al Sayegh, *expressly* approved of Noor taking any of the steps referred to in counts 1 to 6 or *expressly* approved of Noor not complying with paragraph 3 of the 5 October Order by the time stated in that order.
37. There was no evidence that directly supported any of those conclusions. Nor do I think that any of the evidence permitted me to conclude that the only inference to be drawn from the proved facts was that the board (or some of its members other than Mr Al Sayegh) must have expressly instructed and approved of Noor not complying with paragraph 3 of the 5 October Order by 5 pm on 10 October 2022 or must have instructed and approved of Noor doing what it did between 19 October 2022 and 8 November 2022 as alleged in counts 1 to 6.
38. Even recognising, as I must, that none of the second or fourth to twelfth respondents gave evidence at the hearing, I do not consider that any of the facts relied on by NMCH (separately or in any

combination) found an inference to the required standard of satisfaction that any of the directors other than Mr Al Sayegh expressly instructed or approved of any of the relevant acts or omissions. (See eg *Kwan Ping Bong v R* [1979] AC 609; *Masri v Consolidated Contractors International Co SAL* [2011] EWHC 1024 (Comm) [145]-[146]) And, as will later be explained, I consider that the second and twelfth respondents, as Legal Manager and CEO respectively, are not shown to have acted in Noor's dealings with the courts and with third parties at any time relevant to this matter other than as servants of Noor subject to, and obliged to act in accordance with, the directions of Mr Al Sayegh as Chairman of Noor.

Mr Al Sayegh's evidence

39. In opposing NMCH's applications against the second and fourth to twelfth respondents, the respondents relied, without objection, on the affidavit of Mr Al Sayegh, the Chairman of Noor, that was filed in support of the application by Noor and Mr Al Sayegh to purge their contempts.
40. In that affidavit, Mr Al Sayegh said that he was "*solely responsible for the actions taken by [Noor] since 5 October 2022, to date to proceed and not withdraw the onshore Dubai Court proceedings, and for the specific steps the subject of the contempt charges*". More specifically, he said that he alone had decided to instruct Noor's onshore lawyers "*to continue with and not withdraw the Dubai Court enforcement and enforcement related proceedings after 5 October 2022*" and that the second respondent, Mr El Hassan, "*had no role in or contribution to that decision and he was obliged as the Company's employee to carry out my instructions*".
41. In relation to the directors, Mr Al Sayegh said in his affidavit that none of them had "*at any time been involved with or had any role or contribution to or knowledge of the decisions that I alone have taken in relation to the continued attempts to enforce and the subsequent decision to cease enforcement steps following the Company's application to the Federal Supreme Court on 5 January 2023 to resolve the conflict of jurisdiction which exists in this case*". More particularly, he said that he had not "*at any time consulted with any of the directors in relation to the actions or decisions I have taken*" and that "*[a]s Chairman of the Company I was entitled to make these decisions and take these steps alone and without the knowledge or involvement of the other directors*".
42. Mr Al Sayegh said that there had been meetings of the Board of Noor on 5 October 2022 and 15 December 2022 but that at neither meeting were the Payment Order made by the Dubai Court or the proceedings in this Court "*on the agenda or referred to or discussed by any person at the meeting*". (As later emerged in cross-examination of Mr Al Sayegh, the Board meeting of 5 October started and finished before the hearing which yielded the order of 5 October began.) But Mr Al Sayegh did refer briefly in his affidavit to his having discussed the 5 October Order with some directors. What he said was that:
- "Following the service of the 5 October Order on the other directors, I assured those who contacted me by phone or in person that this was a matter which I had covered, that the Company found itself in a position of conflict between the Dubai Courts and the ADGM Court, and that we would seek to resolve the conflict in an application to the Federal Supreme Court."*
43. The affidavit said nothing more about the content of these conversations and did not identify who were the directors who contacted Mr Al Sayegh by phone or in person.
44. Mr Lissack KC, leading counsel for NMCH, cross examined Mr Al Sayegh. Mr Al Sayegh was in Europe and gave his evidence by videolink, using his telephone to make the connection. Not all the answers he gave to questions were directly responsive and from time to time he sought to argue what he saw as his case. Overall he left a clear impression that he was a man of definite views who entertained no doubt that he had the responsibility and the authority to make the decisions which he had about pursuit of enforcement of the Payment Order the Dubai Court had made. As he said, more than once and with force, he believed that Noor had the right to take these steps

because the Dubai Courts had ordered what was then a Dubai company to pay Noor money it owed and that decision had been upheld on appeal in Dubai and then in the Dubai Court of Cassation.

45. Mr Al Sayegh described the debt as arising from a “*temporary loan*” (later said to be two to three months) “*from our [ie Noor’s] investors*” not from Noor’s capital. More than once he described the loan as “*off-balance sheet*” but what he meant by this was not explored. He said he had made the loan and that at that time he had not consulted or even told Noor’s Board of Directors about it. He did accept that the twelfth respondent (Noor’s CEO) and the second respondent (Noor’s Legal Manager) knew of the loan when it was made.
46. Mr Al Sayegh accepted that he later told the Board “*that we have this loan with NMC which is in difficulty*”. Exactly when this happened is not clear. He said that they [the board] “*knew that a few months ago*” and that he told them (he later said “*some of them*”) of Noor having a court case about the loan “*when we went to the Cassations Court in Dubai and we won that court order*”. (It was not disputed that the Court of Cassation held a hearing in March 2022 and gave its decision on 5 September 2022.)
47. Mr Al Sayegh was asked no question directly challenging his assertion, in his affidavit, that as Chairman of the Company he was entitled to make the decisions he had about enforcement of the Dubai Court’s Payment Order and take those steps alone and without the knowledge or involvement of the other directors. It was not suggested to him that when he spoke to some directors after some had received an email copy of the 5 October Order (on or about 6 October) he had not, as he put it in his affidavit, “*assured those who contacted me ... that this was a matter which I had covered, that the Company found itself in a position of conflict between the Dubai Courts and the ADGM Court, and that we should seek to resolve the conflict in an application to the Federal Supreme Court*”. It was not suggested to him that he told any director, whether in these conversations or later, about any of the particular steps taken between 19 October 2022 and 8 November 2022 that are the subject of counts 1 to 6.
48. Rather, NMCH submitted that Mr Al Sayegh’s evidence was incredible because to make a loan of this size (more than 150 million USD) without reference to the board and to take steps without reference to the board to recover the loan when it was not paid when due was not consistent with good corporate governance. And, in effect, even if, as Mr Al Sayegh said, he did not tell the board of his making the loan, he must have told the board when it was not repaid and must have told the board of the steps he was taking to recover it. Hence, so the argument ran, once the directors became aware of the making of the 5 October Order, they could and should have done something to ensure that Noor complied with the order. And, so the argument continued, there was no evidence that any director (or either the Legal Manager or the CEO) did anything to ensure compliance.
49. The force of this argument depends upon a number of assumptions that should be exposed and tested. In particular, it is an argument that depends upon understanding the nature and extent of the powers of the Chairman of Noor and the relationship between those powers and the powers and duties of the Board and employees in the position of the Legal Manager and the CEO. The assertions NMCH made about the requirements of good corporate governance proceeded from unstated assumptions about the nature and extent of the powers of the Chairman and the relationships between the Chairman and other directors and the relationships between the Chairman, other directors and employees in the position of the Legal Manager and the CEO.

Mr El Hassan’s witness statement and the Skeleton Submissions

50. In support of its submissions about corporate governance, NMCH relied upon two documents that had been prepared by Mr El Hassan, the Legal Manager of Noor and second respondent.

51. When NMCH's first application for contempt (directed only against Noor and Mr El Hassan, the second respondent) first came on for directions before Justice Sir Andrew Smith on 14 December 2022, the second respondent filed a Witness Statement and skeleton submissions on behalf of Noor and himself. NMCH relied at the trial (without objection from the respondents) on what was said in these documents as establishing facts relevant to the liability of the second to twelfth respondents.
52. NMCH submitted that the submissions (and the witness statement) established first, that the Board of Noor had hired the onshore lawyer who represented Noor in the Execution proceedings; second that the Board was not only responsible for determining all aspects of Noor's business but also, specifically, had taken a positive decision to enforce the debt; and third that, as CEO, the twelfth respondent "*is responsible to implement the resolutions of the Board of directors*".
53. Several points should be made about the way in which NMCH sought to use these documents.
54. First, the submissions (and the witness statement) were evidently directed to the forensic end of showing that, whatever may be the position of Noor itself, the second respondent, as Legal Manager, should not be found liable for contempt.
55. Second, the submissions and statement were expressed at a level of generality that must be assessed in light of Mr Al Sayegh's evidence. Perhaps what was said in the submissions might be understood as some admission against the interests of the first and second respondents (even though used or intended to be used in exculpation of the second respondent). But I doubt that they stand as admissions by any other party. And even if they do, Mr Al Sayegh gave evidence about the making of the loan to NMCH and the steps that were taken to recover it, and his evidence was subject to cross examination. The second respondent did not give evidence at the directions hearing on 14 December 2022 or in any later part of these proceedings. What he said in his witness statement and what was said in the written submissions was never tested.
56. Third, the witness statement and the submissions were filed before the then respondents (Noor and Mr El Hassan) had taken advice from English counsel or solicitors about the allegations of contempt and they were filed before NMCH commenced its contempt applications against the third to twelfth respondents (Mr Al Sayegh and the other directors of Noor and Noor's CEO).
57. Fourth, the submissions were directed in part, to making points of law about the operation of the Federal Decree Law No 32 of 2021 concerning Commercial Companies (which is the law under which Noor is incorporated and operates).

The Commercial Companies Law

58. I asked counsel whether I was entitled to consider the provisions of Federal Decree Law No 32 of 2021 (the **Commercial Companies Law**). With the assent of counsel for both sides, I looked at an unofficial English translation of the Commercial Companies Law and counsel for NMCH made submissions about the effect of the provisions of Chapter 2 of that Law which, by operation of article 267, apply to Noor as a Private Joint Stock Company. Four provisions of Chapter 2 should be noted.
59. Article 143(1) provides that the management of the Company shall be undertaken by a board of directors. The statute of the company determines the method of formation of the board, the number of its members and, subject to limits, their term of office. Article 143(4) provides that the Company shall have a secretary of the board of directors. (The second respondent is the secretary of Noor's board.)
60. Article 154 provides that the board shall have all the required powers to do such acts as required for the objects of the company.

61. Article 155(1) provides that the chairman of the board shall be legal representative of the Company before Courts and in its dealings with third parties unless the Company's statute provides that its general manager is the representative of the Company before courts and in its relations with third parties.
62. Article 156(1) provides that the board of directors shall meet at least 4 times a year at the invitation of its chairman, unless the Company's statute provides for more meetings, in accordance with procedures provided for in the Company's statute. However, the chairman may invite the board to convene at the request of at least two members, unless the Company's statute provides otherwise.
63. Articles 155(1) and 156(1) are significant. While article 143(1) provides that the management of the company shall be undertaken by the Board, article 156(1) requires that the board meet only quarterly (and Mr Al Sayegh said in his evidence that Noor's board met quarterly). Importantly, the regular meetings are to be held "*at the invitation of its Chairman*" and the Chairman *may* invite the board to convene at the request of at least two members of the board.
64. Together, these provisions give the chairman of the company a larger role than I would consider English company law has ever given or now gives to the chairman of a board of directors. And that is emphasised by article 155(1) providing that, subject to contrary provision in the company's statute (and Noor's statute was not in evidence), it is the Chairman who is to be the legal representative of the Company in its relationships with courts and with third parties.

Assessing Mr Al Sayegh's evidence

65. Together, the provisions of the Commercial Companies Law I have mentioned lend considerable weight to Mr Al Sayegh's evidence that, as Chairman of Noor, he was entitled to make the decisions he did without reference to the board. And the provisions which I have mentioned must inform what is to be made of NMCH's reliance on what would be expected in a company having good corporate governance practices.
66. As already noted, the general thrust of NMCH's attack on the evidence Mr Al Sayegh gave was that the matter of the loan, NMCH's default and the efforts Noor was making to recover the loan "*must have been*" raised with directors at least at the board meetings of 5 October 2022 and 15 December 2022. NMCH submitted that the size of the loan, the fact of default and the respect Mr Al Sayegh must have for the directors all pointed to that conclusion.
67. No part of the redacted English translations of the minutes of either of those meetings alludes to any of these matters. The fourth item of the agenda at each meeting was described as "*Company's financial position and projects, or new business*" but nothing in the minutes touches on dealings between Noor and NMCH. And that observation is not inconsistent in any way with Mr Al Sayegh's description of the transaction as "*off-balance sheet*" even noting, as I have earlier, that Mr Al Sayegh was not asked what he meant by that description.
68. The meeting of 5 October 2022 preceded the hearing at which the 5 October Order was made. The December meeting occurred after all of the particular acts mentioned in counts 1 to 6 had occurred. The minutes of the 5 October 2022 meeting record that the 15 December 2022 meeting was "*to use brainstorming to discuss the investment opportunities that could benefit the company*".
69. Mr Al Sayegh was adamant that he had not discussed the making of the NMCH loan with directors and that NMCH's default or the attempts being made to recover the loan were not discussed at either the board meeting of 5 October 2022 or the meeting of 15 December 2022. In essence he said that NMCH's default in repaying the loan he had made was his problem which he alone was responsible for solving.

70. On 6 October 2022, NMCH sent emails to the Directors (and the second and twelfth respondents) attaching the 5 October Order. NMCH accepted that the evidence, taken as a whole, established that only the second, third, fourth, eighth and twelfth respondents received that email. NMCH accepted that the evidence did not demonstrate that the fifth, sixth, seventh, ninth, tenth or eleventh respondents received it. I can therefore be sure from the evidence that some of the directors (the fourth and eighth respondents as well as Mr Al Sayegh) were made aware of the 5 October Order on 6 October 2022. I cannot be sure when (or indeed if) other directors became aware of the 5 October Order before NMCH commenced its contempt proceedings against them. The evidence does show that copies were left for directors at Noor's offices on 14 November 2022 but whether and when any of them received those documents is not shown. And the events which founded counts 1 to 6 occurred between 19 October 2022 and 8 November 2022, before the documents were left at Noor's offices on 14 November 2022.
71. Those directors who spoke with Mr Al Sayegh after they became aware of the 5 October Order (and I cannot say who spoke to him or how many spoke to him) were told by him that *"this was a matter which [he] had covered and that the Company found itself in a position of conflict ... that we should seek to resolve the conflict in an application to the Federal Supreme Court"*. There is every reason to conclude that the same answer would have been given to any director who sought to raise the matter with Mr Al Sayegh.
72. I am not persuaded that I should reject Mr Sayegh's evidence, either generally or in any of the more particular respects I have mentioned, as implausible. I do not find that the evidence he gave was untruthful.

The case against the directors on counts 1 to 6

73. NMCH appealed to what it submitted would have happened if Noor was run according to proper standards of good corporate governance to show that directors other than those shown to have received the email of 6 October 2022 knew of the 5 October Order before the several acts constituting counts 1 to 6 and before the time fixed by paragraph 3 of the 5 October Order expired.
74. As I have said, I can be sure that three directors, (Mr Al Sayegh and the fourth and eighth respondents) received notice of the 5 October Order on or about 6 October 2022. Because I do not find Mr Al Sayegh's evidence implausible I cannot be sure whether or when other directors knew of the 5 October Order before they were served with NMCH's contempt applications. This is reason enough to conclude that the case in respect of counts 1 to 6 against those other directors (the fifth, sixth, seventh, ninth, tenth and eleventh respondents) was not proved.
75. NMCH also appealed to what it said were proper standards of good corporate governance in aid of its proposition that each director could and should have done something as and when he became aware of the 5 October Order to try to secure Noor's compliance with it.
76. I do not accept this argument. Before the 5 October Order was made Mr Al Sayegh probably told at least some, perhaps all, directors that NMCH had defaulted on the loan that had been made and that Noor had obtained a Payment Order that had been upheld by the Court of Cassation. I cannot be sure which respondents were told that. I consider it more probable than not that the loan, the default and the steps taken to procure repayment were not discussed at the 5 October 2022 board meeting.
77. Exactly what a director who knew of the 5 October Order could or should have done to procure compliance with it was not specified in argument. The provisions of the Commercial Companies Law to which I have referred do not, at least on their face, permit directors to force the calling of a board meeting. The provisions about calling meetings are cast in terms that give the Chairman a discretion to invite the board to meet.

78. Having regard not only to what Mr Al Sayegh said in evidence, but also the provisions of the Commercial Companies Law to which I have referred, especially article 155, it is at least reasonably possible that Mr Al Sayegh acted as he did under authority which he not only reasonably believed he had as chairman but had under that law. Those directors who did speak to Mr Al Sayegh after the 5 October Order was made were told that he had the matter in hand and that Noor would go to the Federal Supreme Court to resolve what was said to be a conflict of jurisdiction. (As I have said above, the same answer would have been given to any other director who raised the matter with him.) In face of this answer, I am not persuaded that those who received it could or should have done anything further. They had been told by the chairman that he had the matter “covered” and he had said that the company would go to the Federal Supreme Court to resolve what he described as a conflict of jurisdiction.
79. If, as is at least reasonably possible, Mr Al Sayegh acted as he did under authority which he reasonably believed that he had as chairman, a director who did not make inquiry of him when he became aware of the 5 October Order was not duty bound to do so and the answer he gave to those directors who did speak to him when they became aware of the 5 October Order was sufficient to relieve them of the need for further inquiry.
80. All this being so, I am not satisfied that any director (other than Mr Al Sayegh) was shown to have done anything to help Noor breach the 5 October Order in the ways alleged in counts 1 to 6. Nor am I satisfied that any director (other than Mr Al Sayegh) did anything to permit Noor to breach the order in those ways. Mr Al Sayegh and Mr Al Sayegh alone was responsible for Noor committing the acts which are described in counts 1 to 6.
81. The case against all directors (other than Mr Al Sayegh) in respect of counts 1 to 6 fails.
82. This leaves for separate consideration the alleged involvement of directors in Noor’s breach of paragraph 3 of the 5 October Order by its failing, by the time specified in that order or since, to take any of the steps required by it.

Count 7 and the failure to comply with paragraph 3 of the 5 October Order

83. Noor and Mr Al Sayegh accept that Noor breached paragraph 3 of the 5 October Order and that Mr Al Sayegh caused Noor to do that.
84. As noted earlier, NMCH sought to fix the other directors with liability by characterising the obligation imposed by paragraph 3 of the 5 October Order as a “*continuing*” obligation.
85. Noor was in breach of paragraph 3 of the 5 October Order as soon as the time fixed in that paragraph of the order expired. Noor has not since done what paragraph 3 obliged it to do. Instead, in contravention of paragraph 1 of the order, Noor took the several steps that found counts 1 to 6.
86. As NMCH rightly submitted, (and Justice Sir Andrew Smith recorded in the reasons he gave for making the 5 October Order) NMCH is still in administration and still subject to a Deed of Company Arrangement. Section 45 of the *Insolvency Regulations 2015* prohibits enforcement of any judgment against NMCH except with the consent of the Administrator or the permission of the Court. Noor is bound by the Deed of Company Arrangement. No person bound by the deed may without the consent of the deed administrators take any action whatsoever to seek to recover a claim from NMCH, including through enforcement action. These prohibitions continue in place. In these ways, Noor is subject to continuing obligations not to seek to enforce the Payment Order it obtained against NMCH. That is, it is subject to a continuing prohibition (reflected in paragraph 1 of the order) against taking any new step to enforce its claim.
87. No doubt Noor can still apply to stay or, if it cannot apply to stay and obtain a stay, Noor can still withdraw or cause to be withdrawn the applications which are specified in paragraph 3 of the 5

October Order. In that sense, and to that extent, Noor can still bring about the end result which it was directed to achieve by paragraph 3 of the 5 October Order. But Noor can no longer obey paragraph 3 of that order because the order was to take the specified steps by a stated time, and that time has long since passed.

88. Describing the obligation created by paragraph 3 of the 5 October Order as a “*continuing*” obligation masks the fact that the time for compliance with its requirement has passed. It also masks the fact that paragraph 3 of the order was not expressed as, and thus did not separately impose, an obligation continuing after the stated time. (cf *Petrogat [2020] EWHC 558 (Comm)* at [148] (iv); *Solicitor General v Jones [2013] EWHC 2579 (Fam)* at [20]-[23].) As Foxton J said in *Petrogat ([2020] EWHC 558 (Comm))* at [149] “[t]he law of contempt rightly places a significant premium on certainty and precision”.

89. Hence, as Sir James Munby P said in *Jones ([2013] EWHC 2579 (Fam))* [at [23]]:

If someone has been found to be in breach of a mandatory order by failing to do the prescribed act by the specified time, then it is perfectly appropriate to talk of the contemnor as remaining in breach thereafter until such time as the breach has been remedied. But that presupposes that there has in fact been a breach and is relevant only to the question of whether, while he remains in breach, the contemnor should be allowed to purge his contempt. It does not justify the making of a (further) committal order on the basis of a further breach, because there has in such a case been no further breach. When a mandatory order is not complied with there is but a single breach: Kumari v Jalal [1997] 1 WLR 97. If in such circumstances it is desired to make a further committal order – for example if the sentence for the original breach has expired without compliance on the part of the contemnor – then it is necessary first to make another order specifying another date for compliance, followed, in the event of non-compliance, by an application for committal for breach not of the original but of the further order. (emphasis added)

90. Describing the obligation imposed by paragraph 3 of the 5 October Order as “*continuing*” does no more than point to the need for the person who has not complied with the requirement but wishes to purge that contempt to seek to bring about the required end result. But that is a point about going as far as a contemnor can to purge the completed contempt. And observing that the provisions of the Insolvency Regulations impose continuing prohibitions against a creditor taking steps to enforce its claim points to no different conclusion.

91. What NMCH now says is that once the directors knew that the order had been made (and as I have said I can be sure that three knew of the order on or about 6 October 2022, but cannot be sure of when others knew of it before being served with the contempt applications) and once the directors knew that Noor had not done what paragraph 3 required it to do, those directors should be held in contempt because they did not take steps to have Noor purge its contempt. NMCH submitted that all directors of Noor can be taken to have known of the order and Noor’s failure to comply with paragraph 3 no later than the service of the contempt applications upon them.

92. For the reasons I have given in respect of counts 1 to 6 I do not accept that NMCH has proved that the two directors (other than Mr Al Sayegh) who did receive notice of the 5 October Order by the email of 6 October 2022 (the fourth and eighth respondents) helped or permitted Noor to breach paragraph 3 of the 5 October Order. If, as may be the case, one or both of them spoke to Mr Al Sayegh about the order I do not reject Mr Al Sayegh’s evidence that he said that “*this was a matter which [he] had covered*” and that “*we should seek to resolve the conflict in an application to the Federal Supreme Court*”. I am not persuaded that either the fourth or eighth respondent could or should have done more in face of that reassurance. Their not taking some further (but unspecified) step before the time stated in paragraph 3 of the 5 October Order did not constitute their helping or permitting Noor to breach paragraph 3 of the 5 October Order.

93. More generally, not taking steps to have Noor purge the contempt that it had committed by not taking the steps required by 5:00 pm GST on 10 October 2022 is not itself a further contempt. And

not treating the obligation imposed by paragraph 3 of the 5 October Order as continuing is wholly consistent with the continuing force and effect of the prohibitions made by paragraph 1 of the order.

94. The case against all directors (other than Mr Al Sayegh) in respect of count 7 also fails.

The second and twelfth respondents

95. Finally, it is necessary to deal briefly with NMCH's case against the second and twelfth respondents – Noor's Legal Manager and CEO.

96. I am not persuaded that either the second or the twelfth respondent helped or permitted Noor to breach the terms of the 5 October Order. Neither of these respondents did that because each was a person subject to the authority of the directors and to whatever authority Mr Al Sayegh had as chairman to direct the taking of steps in relation to Noor's representation in the courts and its dealing with third parties that are described in counts 1 to 6 and the failure to act as required by paragraph 3 of that order by the time stated. As I have said in relation to the case mounted against the directors other than Mr Al Sayegh, I consider that it is at least reasonably possible that Mr Al Sayegh acted as he did in accordance with authority he had as chairman and that neither the second nor the twelfth respondent was obliged to take some further (but unidentified) step to challenge what he directed them to do.

97. It matters not, in my opinion, whether either the second or twelfth respondent is properly described as an "officer" of Noor. Each was a person subject to the authority of the board and to whatever authority Mr Al Sayegh had. In this case, Mr Al Sayegh said that he and he alone took the relevant decisions. As I have said, I do not reject his evidence as untruthful.

98. Contrary to NMCH's submissions, I am not persuaded that the second respondent "actively contributed" to Noor's non-compliance or that he "actively aided" Noor to disregard the order or that he failed to take any steps that he could have taken to ensure that Noor complied with the order.

99. Contrary to NMCH's submissions I am not persuaded that the twelfth respondent "actively agreed to and endorsed" Noor's actions. Even if I were persuaded that he had done that, and I am not, NMCH would have had to demonstrate the relevance of that agreement and endorsement to what Mr Al Sayegh did and did not do. It did not do that.

100. The case against the second and twelfth respondents fails in respect of all counts.

Conclusions and Further steps

101. I find the contempts alleged as counts 1 to 7 against the first and third respondents were proved. The contempts alleged against other respondents were not proved.

102. Issues about purging the proved contempts and the further orders I should make in consequence of my findings of contempt should stand adjourned to a date to be fixed. The costs of the hearing should be reserved. Whether it is relevant at that hearing to offer any evidence estimating the costs of the contempt proceedings is a matter for consideration at that further hearing.



Issued by:

Linda Fitz-Alan
Registrar, ADGM Courts
23 February 2023

SCHEDULE 1

No.	Applicant	ADGM Registration No.	ADGM Registered Address
1.	Al Zahra Pvt. Hospital Company LTD (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
2.	Bait Al Shifaa Pharmacy LTD , including its branch Bait Al Shifaa Pharmacy LLC Dubai Branch- Jafza, with commercial license no. 164999 (formerly known as Bait Al Shifaa Pharmacy (L L C), with license no. 224351)	000004236	DD #16 - 109 - 018, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
3.	Eve Fertility Center LTD (formerly known as Eve Fertility Center L.L.C, with license no. 539107)	000004206	DD #16 - 109 - 031, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
4.	Fakih IVF Fertility Center LTD , including its branches Fakih IVF Fertility Center LLC – Branch 3, with license no. CN-1360709-3, and Fakih IVF Fertility Center LLC – 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 - 015, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
5.	Fakih IVF LTD (formerly known as Fakih IVF L.L.C, with license no. 666849)	000004220	DD #16 - 109 - 014, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
6.	Grand Hamad Pharmacy LTD (formerly known as Grand Hamad Pharmacy LLC, with license no. 607766)	000004238	DD #16 - 109 - 034, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
7.	Hamad Pharmacy LTD (formerly known as Hamad Pharmacy L.L.C, with license no. 118795)	000004209	DD #16 - 109 - 032, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates

No.	Applicant	ADGM Registration No.	ADGM Registered Address
8.	<p>N M C Provita International Medical Center LTD, including its branches N M C Provita International Medical Centre L.L.C. – Branch 1, with license no. CN-1027356-1, Provita International Medical Centre L.L.C. – Branch 2, with license no. CN-1027356-2, and N M C Provita International Medical Centre L.L.C. – Branch 3, with license no. CN-1027356-3 (formerly known as N M C Provita International Medical Center L.L.C., with license no. CN-1194307)</p>	000004240	DD #16 - 109 - 008, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
9.	<p>N M C Royal Hospital LTD, including its branches 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 Hospital (BR of NMC Royal LLC), with license no. 878386 (formerly known as N M C Royal Hospital L.L.C, with license no. 710432)</p>	000004225	DD #16 - 109 - 006, 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 (formerly known as N M C Royal Hospital L.L.C., with license no. CN-2015786)</p>	000004245	DD #16 - 109 - 009, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
11.	<p>N M C Royal Medical Centre LTD, including its branches NMC Royal Medical Centre LLC – Branch (Shahama), with license no. CN-2912685, and NMC Royal Medical Centre LLC –Branch (Karama), with license no. CN-2895125, and NMC Royal Medical Centre LLC –Branch 1 (Abu Dhabi), with license no. CN-2150457-1 (formerly known as N M C Royal Medical Centre L.L.C., with license no. CN-2150457)</p>	000004197	DD #16 - 109 - 022, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates

No.	Applicant	ADGM Registration No.	ADGM Registered Address
12.	N M C Specialty Hospital LTD (formerly known as NMC Specialty Hospital - LLC, with license no. CN-1026386)	000004217	DD #16 - 109 - 005, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
13.	NMC Healthcare LTD (formerly known as N.M.C Health Care (L.L.C), with license no. 610400)	000004210	DD #16 - 109 - 001, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
14.	N.M.C Specialty Hospital LTD (formerly known as N. M. C Specialty Hospital (L.L.C), with license no. 562359)	000004241	DD #16 - 109 - 003, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
15.	New Medical Centre LTD (formerly known as New Medical Centre L.L.C, with license no. 127562)	000004214	DD #16 - 109 - 011, 16th Floor, WeWork Hub 71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
16.	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 its branches New Medical Centre Ajman LLC-BR, with license no. 95454 and New Medical Centre L.L.C – Branch of Abu Dhabi 2, with license no. CN-1831682 (formerly known as New Medical Centre L L C, with license no. 25954)	000004216	DD #16 - 109 - 016, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
17.	New Medical Centre Pharmacy LTD (formerly known as New Medical Centre Pharmacy - L.L.C – AIain – NMC, with license no. CN-1135313)	000004253	DD #16 - 109 - 019, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates

No.	Applicant	ADGM Registration No.	ADGM Registered Address
18.	New Medical Centre Pharmacy LTD , including its branches New Medical Centre Pharmacy/Branch, with license no. 96634, and New Medical Centre Pharmacy LLC NMC Branch 1, with license no. 766270 (formerly known as New Medical Centre Pharmacy LLC– N.M.C, with license no. 608411)	000004255	DD #16 - 109 - 026, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
19.	New Medical Centre Specialty Hospital LTD (formerly known as New Medical Centre Specialty Hospital LLC, with license no. CN-1135806)	000004228	DD #16 - 109 - 010, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
20.	New Medical Centre Trading LTD , including its branches New Medical Centre Trading LLC Branch 1, with license no. CN-1027356-1, New Medical Centre Trading LLC Branch 2, with license no. CN-1027356-2, and New Medical Centre Trading LLC Branch 3, with license no. CN-1027356-3 (formerly known as New Medical Centre Trading L.L.C, with license no. CN-1027356)	000004218	DD #16 - 118 - 022, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
21.	New Pharmacy Company LTD , including its branches New Pharmacy Company WLL – Branch 1, with license no. CN-1029364-1, New Pharmacy Company WLL – Branch 2, with license no. CN-1029364-2, New Pharmacy Company WLL – Branch 4, with license no. CN-1029364-4, New Pharmacy Company WLL – Branch 6, with license no. CN-1029364-6, New Pharmacy Company WLL – Branch 7, with license no. CN-1029364-7, New Pharmacy Company WLL – Branch – (Shahama), with license no. CN-2936047, New Pharmacy Company WLL – Branch 9, with license no. CN-2832792-9, (formerly known as New Pharmacy Company W L L, with license no. CN-1029364)	000004230	DD #16 - 109 - 004, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates

No.	Applicant	ADGM Registration No.	ADGM Registered Address
22.	New Sunny Medical Centre LTD (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 - 027, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
23.	NMC Holding LTD (formerly known as NMC Holding L.L.C., with license no. CN-1210596)	000004211	DD #16 - 109 - 002, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
24.	NMC Royal Family Medical Centre LTD (formerly known as NMC Royal Family Medical Centre L.L.C., with license no. CN-1491505)	000004243	DD #16 - 109 - 035, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
25.	NMC Royal Women's Hospital LTD , including its branch Cooper Health Clinic 1 – Dubai Branch, with license no. 689748 (formerly known as NMC Royal Womens Hospital LL.C., with license no. CN-1532709)	000004235	DD #16 - 109 - 021, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
26.	NMC Trading LTD , including its branches NMC Trading LLC Branch-DXB, with license no. 637024, NMC Trading LLC (Branch) – DXB, with license no. 755519, NMC Trading LLC Branch-Ajman, with license no. 57474, NMC Trading LLC RAK Branch, with license no. 32957, and NMC Trading LLC (Branch)-Fujairah, with license no. 14167. (formerly known as NMC Trading L L C, with license no. 207104)	000004233	DD #16 - 118 - 023, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
27.	Reliance Information Technology LTD (formerly known as Reliance Information Technology.LLC, with license no. CN-1031535)	000004234	DD #16 - 109 - 020, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
28.	Sharjah Pharmacy LTD (formerly known as Sharjah Pharmacy L.L.C, with license no. 14966)	000004239	DD #16 - 109 - 033, 16th Floor, WeWork71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates

No.	Applicant	ADGM Registration No.	ADGM Registered Address
29.	Sunny Al Buhairah Medical Centre LTD (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 - 025, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
30.	Sunny Al Nahda Medical Centre LTD (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 - 013, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
31.	Sunny Dental Centre LTD (formerly known as N.M.C Dental Centre L.L.C and Sunny Dental Centre LLC, with license no. 571311)	000004198	DD #16 - 109 - 023, 16th Floor, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
32.	Sunny Halwan Speciality Medical Centre LTD (formerly known as Sunny Halwan Speciality Medical Centre LLC, with license no. 747560)	000004204	DD #16 - 109 - 029, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
33.	Sunny Maysloon Speciality Medical Centre LTD (formerly known as Sunny Maysloon Speciality Medical Centre L.L.C, with license no. 751420)	000004205	DD #16 - 109 - 030, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
34.	Sunny Medical Centre LTD (formerly known as N.M.C MEDICAL CENTER L.L.C SHJ.BR)	000004231	DD #16 - 109 - 012, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
35.	Sunny Sharqan Medical Centre LTD (formerly known as Sunny Sharqan Medical Centre L.L.C, with license no. 744404)	000004203	DD #16 - 109 - 028, 16th Floor, Wework Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates
36.	Sunny Specialty Medical Centre LTD (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)	000004200	DD #16 - 109 - 024, 16th Floor, WeWork Hub71, Al Khatem Tower, Adgm Square, Al Maryah Island, United Arab Emirates