

In the name of Allah, The All-Merciful, The Ever-Merciful

On behalf of His Highness Sheikh Khalifa bin Zayed Al Nahyan

President of the United Arab Emirates

Ajman Federal Court of First Instance

Under the chairmanship of Judge / Abu Al-Nasr Al-Baree Amer President of the Chamber

And the presence of the Secretary / Mohammed Ahmed Orabi

At the Public Hearing held on Monday, 09/07/2018

in The House Of Justice in Ajman

rendered the following judgement

In Case No. 572/2018 Partial Commercial – Ajman

filed by the plaintiff:

Aseel Finance Company (Aseel)

against the defendant:

Sadiq Ahmed Walia Bonatel - Rabie Al Madina Supermarket LLC

After hearing the submission and examining the documents: -

Whereas the facts of the lawsuit, as evidenced by the documents, show that the plaintiff filed the lawsuit as per a statement of claim registered in the Case Management Office on 25/2/2018, and legally acknowledged, at the end of which the plaintiff requested compelling the defendants to be jointly and severally liable to pay the plaintiff the amount of 206906,17 AED and the interest thereon at the rate of 12% from the date of legal claim until full payment, along with expenses and attorney's fees. the plaintiff also requested that the judgement be self-executing immediately without bail and to include the provisional attachment file No. 444 of 2018 and to confirm and validate it. The plaintiff argues that on 4/5/2014, the first defendant applied for a Murabaha loan, and on 21/5/2014, A Facilitation Agreement In Commodities by Murabaha has

been signed between the plaintiff and the first defendant. The Second Defendant, acting as Principal of the First Defendant, undertook to guarantee such loan. In pursuance of that agreement, the plaintiff granted the first defendant an amount of 299,307 AED which was credited to the Murabaha Account No. ... And that the defendants unlawfully refrained from paying the rest of the Murabaha loan installments, and that the total amount owed by them to the plaintiff became 206,906.17 AED. And thus, the plaintiff filed the lawsuit requesting that the defendants be compelled to pay the said amount. Whereas the plaintiff submitted to the register of the case a documents portfolio containing a photocopy of documents in foreign language related to the case, along with their translation in Arabic.

Whereas the lawsuit was deliberated before the court as indicated in the minutes of the hearing of 24/6/2018. The plaintiff's lawyer attended and the defendants did not despite being notified.

The court decided to schedule the case for adjudication on the hearing of 8/7/2018 then It rescheduled the date for adjudication to this day's hearing in order to complete the examination of the case.

And whereas it was legally determined that mediation and conciliation center are competent to settle civil or commercial dispute of a known value not exceeding AED 500,000. (Article 3 of the UAE Federal Law Number 17 of 2016 on the establishment of mediation and conciliation centers for civil and commercial disputes, which was published in the Official Gazette No. 606, year 46, on 30/10/2016, applicable as of 1/2/2017) And that below-mentioned disputes cannot be referred to the centers; 1-Urgent and temporary orders and lawsuits. 2- Cases where the government is a party. 3- Rent lawsuits settled by committees specialized in rental disputes. 4- Labor lawsuits. 5- Personal status lawsuits. 6- Any other lawsuits which decide for settlement another Centre, committee or entity of similar competence. (Article 4 of the same law), And that "It is not permissible to file to the courts, in which a mediation and conciliation center was established, any of the cases that fall under the jurisdiction of the Center in a mandatory manner in accordance with the provisions of article 3 of this law, before the submission of the case to the center and the issuance of a statement of what has been done therein." (Article 6/1 of the same law). In witness whereof, and whereas Litigation proceedings were public order, And If the law sets out a specific route for filing the lawsuit, it shall be followed. And pursuant to article 6/1 of Federal Law No. 17 of 2016, the recourse to the mediation and conciliation center is required before filing the case to the court, and If this procedure is not followed, the case shall be inadmissible.

And whereas the papers of the case did not contain any proof of the plaintiff's recourse to the mediation and conciliation center in the court before the submission of its pending case, and such case is not among the cases excluded by the aforementioned article 4 , and it was filed under the provisions of Federal Law No. 17 of 2016, and therefore the case shall be inadmissible, and such is the ruling of the court thereon as indicated in the operative part of the judgment. And this does not prejudice the plaintiff's request to validate the presumed provisional attachment pursuant to the order on petition No. 444 of 2018, as the order for provisional attachment and the request for validating the presumed attachment pursuant to the

order is not among the urgent cases excluded from recourse to mediation and conciliation centers under article 4 of Federal Law No. 17 of 2016. And thus, the request for validating the provisional attachment is not an urgent matter but a purely objective one.

As for expenses , the court compels the plaintiff to pay them pursuant to article 133/1-2 of the Code of Civil Procedure.

For such reasons,

The Court has ruled to dismiss the case and to compel the plaintiff to pay the expenses.