The English Courts' View on the "Convenience" of Litigating in the UAE

When assessing whether they have jurisdiction over a dispute, the English courts consider if England is "clearly and distinctly" the appropriate forum for the determination of the action, against the relative "convenience" of another forum in which the dispute can be heard.
This article considers cases in which English courts have considered the advantages and disadvantages of commercial disputes being heard in the courts of the United Arab Emirates as the alternative to England.
The conclusion is that the English courts recognise the quality of dispute resolution in the UAE as an alternative forum for dispute resolution and are prepared to cede jurisdiction accordingly.

Lorsqu'ils évaluent s'ils sont compétents pour connaître d'un litige, les tribunaux anglais examinent si l'Angleterre est "clairement et distinctement" le forum approprié pour statuer sur l'action, contre la "commodité" relative d'un autre forum dans lequel le litige peut être entendu.
Cet article examine des cas dans lesquels les tribunaux anglais ont examiné les avantages et les inconvénients des litiges commerciaux devant les tribunaux des Émirats arabes unis comme alternative à l'Angleterre.
La conclusion est que les tribunaux anglais reconnaissent la qualité du règlement des différends aux Émirats arabes unis en tant que forum alternatif de règlement des différends et sont prêts à céder leur compétence en conséquence.

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Introduction

The recent case of Abu Dhabi Commercial *Bank PJSC v. Bavaguthu Raghuam Shetty and others*[1] in the English Commercial Court raised again a question of private international law that is highly pertinent to international commercial relations between the UAE and England: where should any dispute be heard?

Contractual agreements or rules of law have weight in that analysis but a key part of the consideration of whether the English court will assert its jurisdiction over the dispute is if:

> In all the circumstances the *forum conveniens* for the determination of the litigation is clearly and distinctly England... At this stage of the enquiry, *"... the task of the court is to identify the forum in which the case can be suitably tried for the interests of all the parties and for the ends of justice ..."*.[2]

Unless the English court finds that it is the "convenient" or "natural" forum for the dispute, the court may dismiss the action in favour of the alternative forum even if it is otherwise the proper venue for the dispute and the court has jurisdiction over the case and parties.

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The requirement to establish England as clearly and distinctly the convenient forum to hear the claim is intended *"to provide a robust and effective mechanism for ensuring that claims which do not have their closest connection with this jurisdiction will not be accepted here"*.[3] The importance of the forum conveniens test as a brake on permitting claims to be heard in England was raised in the *Shetty* case, in light of the requirement to concentrate on the specifics of the pleaded claim and ask whether, assuming the facts to be true, there is a real issue to be tried.[4] It also arose in respect to the operation of other rules such as the one which allows a foreign defendant to be served if it is a "necessary and proper party" under the English court rules against a domestic so-called "anchor" defendant.

If an alternative forum exists which is *prima facie* more appropriate, the English court will look to see what factors exist that indicate the alternative to be the natural forum for the dispute. As Lord Templeman explained in *Spiliada Maritime Corp v. Cansulex Ltd*,[5]

> *The factors which the court is entitled to take into account in considering whether one forum is more appropriate are legion. The authorities do not, perhaps cannot, give any clear guidance as to how these factors are to be weighed in any particular case. Any dispute over the appropriate forum is complicated by the fact that each party is seeking an advantage and may be influenced by considerations which are not apparent to the judge or considerations which are not relevant for his purpose.... In the result, it seems to me that the solution of disputes about the relative merits of trial in England and trial abroad is pre-eminently a matter for the trial judge.*

In the same case, Lord Goff suggested those factors may include the availability of witnesses, the law governing the relevant transaction, and the places where the parties respectively reside or carry on business.[6]

Parties challenging the English court's jurisdiction were historically restricted in directly criticising a foreign court. English case law established that clear and cogent evidence was required that proceedings before a foreign court would fall below the minimum acceptable standards of doing what justice required before direct criticism would be weighed in the balance.[7] But, in the opinion of a leading practitioners' text, since 2009 the English courts have been more willing to assert jurisdiction on the basis that *"as the foreign court cannot be trusted to do justice, the case should be allowed to proceed in England"*.[8] Several cases have found that foreign venues for the English dispute would be unsuitable alternative courts because of the *"state interest in the outcome of the litigation"* although these appear to be confined to instances where the alternative is litigation in Russia or other CIS jurisdictions.[9]

In recent years, a small number of cases in England have forced the courts to weigh up the convenience of litigation in England vis-à-vis the UAE. This article considers those cases to see whether there is any discernible change in their treatment of the UAE courts, meaning the federal and Emirati courts outside of the civil and commercial jurisdictions of the Abu Dhabi Global Market and the Dubai International Financial Centre. It also shows how even-handed the English courts are in considering the UAE as an alternative venue for a dispute.

1. [2022] EWHC 529 (Comm), 1 April 2022, HH Judge Pelling QC.
2. *Altimo Holdings and Investments Limited v Kyrgyz Mobile Telephones Limited* [2011] UKPC 7 [2012]. 1 WLR 1804, Lord Collins at paragraphs 71 and 88, cited in *Shetty* at para. 14(iii).
3. *Cairo (Nile Plaza) LLC v. Brownlie* [2021] UKSC 45; [2021] 3 WLR 1011 per Lord Lloyd-Jones, [82]).
4. Following *Okpabi v. Royal Dutch Shell plc* [2021] UKSC 3; [2021] 1 WLR 1294.
5. [1987] 1 AC 460 at 465.
6. *Ibid.* at 477-478.
7. *The Abidin Daver* [1984] AC 398 per Lord Diplock, at 411. This tightened the previous rule in *El Amria* that one of the factors to be considered in an assessment of forum conveniens is whether the claimant would be prejudiced by having to sue in the foreign court because he would be unlikely to get a fair trial for political or other reasons.
8. *Dicey, Morris & Collins on the Conflict of Laws*, 16th edition (London: Sweet & Maxwell, 2022) at [12-041].
9. *Ibid.*, footnote 198 to [12-041].

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English Judgments on Litigation in the UAE

A. MIDDLE EASTERN OIL v. NATIONAL BANK OF ABU DHABI[10]

In this case, both parties were incorporated within the UAE. The defendant bank successfully obtained a stay in claims in contract and tort against it in England that were based on its considerable delay in transferring money at the claimant's instruction to a third party which subsequently went into liquidation (in its defence, the bank alleged that the delay was caused by instructions from the UAE Central Bank relating to money laundering). The relevant jurisdiction clause was interpreted as permitting claims to be brought outside the UAE by the bank, but not by the claimant, with the inference that the present claim should be brought in the UAE.

The claimant complained, firstly, that the relationship between the authorities in the UAE and the bank was such that a fair trial was unlikely. It filed evidence alleging that the bank was able to *"prevent or hinder commercial activity by foreign-controlled companies for 'non-commercial geopolitical reasons'"* and that the bank was *"not likely to be held to judicial account in the UAE"*.[11] The judge dismissed these complaints as lacking clear and cogent evidence. He noted that an appellate decision of the UAE courts overturning a first-instance decision against the claimant suggested the likelihood of a fair trial in the UAE.

The judge also rejected the other complaint made by the claimant which was that the then-existing UAE law was undeveloped regarding insolvency and economic loss.

On the other factors, the judge found the UAE courts to be clearly and distinctly the more appropriate forum:

- both the claimant and the bank were incorporated in the UAE;
- the claimant's bank account with the bank was at its branch in Dubai which held the funds at the heart of the dispute;
- the core facts of the bank's defence related to UAE money laundering laws; and
- the UAE courts were judged to be "*best placed*" to decide whether the bank wrongly refused to transfer the funds under UAE law before the Attorney-General of Dubai placed a lien over them.

10. [2008] EWHC 2895 (Comm), 27 November 2008, Mr. Justice Teare.
11. Paragraph 24.

The only connection to England was that the claimant's loss was sustained there, but that was an insufficiently strong reason not to enforce the jurisdiction clause, as the type and location of the loss complained of was reasonably foreseeable when the agreement was formed.

The only connection to England was that the claimant's loss was sustained there, but that was an insufficiently strong reason not to enforce the jurisdiction clause, as the type and location of the loss complained of was reasonably foreseeable when the agreement was formed. Furthermore, it could not be a basis on which to characterise the applicable law of the alleged tort as anything other than UAE law (even if the applicable law of the agreement was English).[12]

B. AIZKIR NAVIGATION INC v. AL WATHBA NATIONAL INSURANCE COMPANY[13]

In a claim by an Egyptian assured against its UAE-based insurer, the relevant clause in the marine insurance policy said that claims were to be *"settled in accordance with English law and practice and shall be so settled in Abu Dhabi (UAE)"*. Setting aside permission to serve out of the jurisdiction, the English court found this amounted to an exclusive jurisdiction clause in favour of the Abu Dhabi courts, which there was no overwhelming or very strong reason to displace.

In any event, applying the *Spiliada* factors, the judge found that the UAE was clearly and distinctly the most appropriate forum.[14]

The judge was satisfied that the UAE courts were unlikely to disapply the agreed substantive law of the insurance contract (English law). The absence of a dedicated maritime court in Abu Dhabi was not a strong factor; nor were:

- concerns about the language of proceedings being in Arabic rather than English, with worries over the costs of translation;
- the different prospects of recovering costs (in the UAE, minimal costs recovery is possible *inter partes*) particularly given the probability of cheaper litigation in the UAE;
- the different features of litigation in the UAE, where there is no automatic disclosure and rarely oral evidence which is in any event not tested by cross-examination; or
- delays in the UAE courts, given that there are delays in all court systems.

The judge noted the lack of precise indications of prejudice in any of these factors, as well.

12. Paragraphs 28 to 35.
13. [2011] EWHC 3940 (Comm), 16 November 2011, Judge Mackie QC.
14. Paragraphs 20 to 54.

The factual links between the dispute and England were thin: all the personnel connections (the parties, brokers, and managers) were with Egypt or the UAE, the insurance contract was negotiated elsewhere, the vessel had been nowhere near the UK, and there was no connection to the London insurance market except in regard to the process of settling the claim (which was to follow Lloyds of London practice).

C. VITOL BAHRAIN EC v. NASDEC GENERAL TRADING LLC[15]

The claimant purchased cargoes of oil from the first defendant, which were delivered to shore tanks at a port in the UAE. The third defendant claimed that the first defendant had been set up by its former general manager who had dishonestly misappropriated the cargoes. The first and third defendants were UAE companies. The fourth defendant, an English bank, had a security charge over some of the cargoes. The third defendant brought proceedings in the UAE against the owner of the shore tanks asserting ownership of the oil. The claimant brought a claim in England seeking a declaration that the third defendant had good title to the oil, joining the first and fourth defendants as parties.

The claimant contended that England was the appropriate jurisdiction for its claim because English law and jurisdiction clauses were in the purchase contract with the third defendant. It also alleged that the first and fourth defendants were necessary and proper parties to the litigation. The claimant obtained permission to serve out of the jurisdiction, following which the first defendant joined in the third defendant's proceedings in the UAE, seeking a declaration that it owned the oil and joining the claimant to those proceedings. The claimant also obtained an *ex parte* anti-suit injunction against the third defendant which was set aside at the return date hearing, the judge at the return date (Males J) concluding that Fujairah in the UAE was the natural forum for the determination of the question of the title of the cargoes rather than England.

The third defendant successfully relied on Males J's findings in its application to set aside the permission to serve out.[16] An argument based on issue estoppel failed: the anti-suit injunction application was different from the set-aside application because an application to set aside permission to serve out had to be determined by reference to the position when permission was granted; permission would not be discharged because the circumstances had changed. However, the judge considered that England was not clearly and distinctly the appropriate forum as at the date of the permission application based on the following reasoning:

- the claimant had no claim that it could pursue in England independently of a claim against the first defendant;
- there was no claim to which the first defendant could be said to be a necessary or proper party;
- but for the first defendant's assertion of title in the cargoes, the claimant would have no claim for a declaration against the third defendant;
- without the first defendant being joined as a party there would be no point in the claimant pursuing a declaration against the third defendant regarding the relationship between the claimant and the third defendant.

The presence of the fourth defendant in England was not enough to make England the natural forum; the fourth defendant had not brought any claim against the claimant or the third defendant. The UAE was the available forum for the determination of title of the cargoes by the claimant and the first and third defendants, on which the fourth defendant's claim depended. There would be no risk of duplication or inconsistent judgments if the claimant was required to pursue its claim against the first defendant in the UAE. The claimant could not render unavailable or less available a more appropriate and available forum (i.e., the UAE) by choosing not to participate in proceedings in that forum.

D. QATAR AIRWAYS GROUP QCSC v. MIDDLE EAST NEWS FZ LLC AND OTHERS[17]

This claim arose out of a broadcast on the Al Arabiya 24-hour news channel. An economic blockade, including an air blockade, had been imposed upon Qatar in June 2017 by Saudi Arabia, the UAE, Bahrain and Egypt (the blockade States). Qatari-registered aircraft could only use airspace belonging to the blockade States through permitted air corridors. A journalist produced a video which the defendants published online and on social media. The airline claimed that the video falsely and misleadingly conveyed the message that there was a real danger that its flights might legitimately be shot down and that passengers would be subjected to harsh treatment when their planes were grounded.

The claimant brought a claim for damages before the English courts against those it held responsible for the publication and obtained permission to serve out of the jurisdiction.

In striking out the claims against the second defendant (an English entity used as an anchor to ground jurisdiction in the English Courts), the judge dismissed the remaining challenges to the court's jurisdiction and refused to set aside permission to serve out. The claimants had made submissions that there was a real risk of injustice before the UAE courts, citing *The Greek Fighter,*[18] a case in which the court had remarked on delays to the progress of the English litigation due to related litigation in the UAE courts, but the judge dismissed this submission.

The judge found that England was the most appropriate forum for the claim. In respect of the UAE courts, he found that they would not be a "perceived neutral forum" for a number of reasons.

15. [2014] EWHC 984 (Comm), 4 April 2014, Mr Justice Popplewell.
16. Paragraphs 40 to 59.
17. [2020] EWHC 2975 (QB), 6 November 2020, Mr. Justice Saini.
18. *Ullises Shipping Corp v. Fal Shipping Co Ltd* [2006] EWHC 1729 (Comm), 14 July 2006, Mr Justice Colman, at paragraph 373.

The judge found that England was the most appropriate forum for the claim.[19] In respect of the UAE courts, he found that they would not be a *"perceived neutral forum"* for a number of reasons, including:

- the fact that the blockade between the UAE and Qatar gave rise to the "*highly political circumstances*" of the dispute and the "*hostile environment*" faced by the claimant there;
- the low or even non-existent loss suffered by the claimant in the UAE;
- the lower publication of the video and press reportage of the video compared to the United Kingdom; and
- the "*less functionally appropriate*" nature of the UAE legal system compared to the English courts, with the "*very real risk of prejudice*" towards the claimant in the conduct of its claim.[20]

The Dubai International Finance Centre was a respected institution but neither party had any connection with it. It was a "*litigation island*" within the UAE, having perceived superior neutrality and higher quality compared with local courts, but it had no superiority compared to English courts.[21]

England was also a neutral forum with other connections to the case:

- the claimant had significant connections to England;
- substantial publication of the complained-of footage had occurred there, as had significant press coverage;
- a substantial arguable loss had been incurred in the jurisdiction, where English law would apply to those losses;
- the English courts and the specialised Media and Communications List would be well-suited to trying the claim;
- witnesses for both sides could attend without difficulty or concern; and
- the parties would have equality of arms in legal representation there.[22]

E. AHMAD ABDEL RAHMAN NIMER v. UNITED AL SAQER GROUP LLC AND OTHERS[23]

The English court set aside an order granting permission to serve out of the jurisdiction on defendants in the UAE, finding that the natural forum for the dispute was Abu Dhabi. The claimant, based in Canada, had been the CEO of the defendant group of companies and claimed GBP 24 million of damages alleging that he had entered the contract terminating his employment under duress. The claimant served the fifth defendant on a visit to London and, having established him as an anchor defendant, obtained permission to serve the other defendants in the UAE. It was common ground between the parties that the natural forum for the dispute was Abu Dhabi unless there were special circumstances requiring the case to be tried in England.

The claimant contended that he would not receive a fair trial in Abu Dhabi because of the defendants' great power and influence there.[24] He cited five cases that, he said, showed the defendants had manipulated the criminal and civil justice systems.[25]

The judge dismissed these objections.[26] The claimant failed to demonstrate that there was a real risk he would not get a fair trial in Abu Dhabi. His evidence was unreliable when subject to close scrutiny, particularly when compared with documentary evidence. The five cases he referred to did not support allegations of impropriety by the defendants, who had not won some of those disputes and who provided evidence of other cases they had not lost. He failed to provide any expert evidence which, although not required, was to be expected in a case like this. His evidence was partial and uncorroborated by external, unbiased sources; and, without the hearing becoming a minitrial (which was to be avoided), the evidence he provided did not rebut the independent evidence of Transparency International and the World Justice Project, deployed in *Qatar Airways*, that there was no real risk of injustice before the UAE courts.

The claimant also alleged that his personal safety would be in jeopardy if he returned to Abu Dhabi because the defendants had threated to harm him and cause him to be prosecuted for allegedly forging his employment contract, threats the defendants had allegedly made to a previous CEO with whom they had also fallen out and had apparently planned to kidnap.

These allegations failed because the claimant was unable to demonstrate an objective, well-founded fear of returning to Abu Dhabi. His allegations of planned kidnapping were *prima facie* implausible and not determinable on the evidence before the master; any prosecution of the claimant by the defendants was time-barred under UAE law and it seemed unlikely that the police, prosecutor and judiciary in the UAE could be persuaded to disapply those bars in a case that would be subject to intense public and media scrutiny; there was insufficient basis to make a general finding that the UAE's elite were able to abuse the country's legal processes; and the claimant had remained in the UAE for three years after signing the termination agreement, living in a property leased from the defendant companies at a discounted rate, thereby undermining his alleged fears.

F. THE SHETTY CASE

The claimant extended credit facilities to an English company and various subsidiaries, including its main one in the UAE. The English company was placed into administration in April 2020 as details emerged of a large-scale fraud among the defendant companies, who had allegedly committed fraud by failing to disclose debts of nearly USD 5 billion.

The claimant brought various tortious claims in the English court against the English corporate defendant and its controlling shareholders and obtained a worldwide freezing order in support. The claimant served proceedings on the first defendant in England under s.1140 of the Companies Act

19. Paragraphs 347 to 381.
20. Paragraph 377.
21. Paragraphs 379.
22. Paragraph 378.
23. [2021] EWHC 50 (QB), 18 January 2021, Master Davison.
24. Paragraphs 12 to 15.
25. Paragraphs 16 to 24.
26. Paragraphs 26 to 53.

2006 (which permits service on a director of a foreign company at an address within the jurisdiction which the director has registered under the Act) and obtained permission to serve the remainder outside England on the basis that they were necessary and proper parties to claim against the first defendant and alternatively because of the connections between England and the alleged torts.

The English court subsequently refused the claimant's application to continue the worldwide freezing order and stayed the substantive claim. The court found that there was a real issue to be tried, and that the defendants had all been properly served. However, these findings were overridden by the existence of Abu Dhabi as the forum clearly and distinctly more appropriate for the trial than England. There were no circumstances requiring, as a matter of justice, the claim to be tried in England.

The judge considered that the governing law of the dispute was UAE law, as the law of the country in which the damage occurred, rather than England, which was the place where the event giving rise to the damage occurred.

The judge considered that the governing law of the dispute was UAE law, as the law of the country in which the damage occurred, rather than England, which was the place where the event giving rise to the damage occurred. The damage occurred when a UAE-based company received funds or otherwise benefitted from the credit facilities offered by a UAE-based bank, and the loss occurred where the loan was drawn down, not where the contract to make the loan available was formed. The direct damage could not be characterised to have occurred in England.

Even if the damage had occurred in England, all the defendants were either resident or had their central place of administration in the UAE at the time the damage occurred. The alleged torts were not manifestly more closely connected with England, and UAE law would therefore apply. The contracts on which the claimant relied were between it and the first defendant and not with the remaining defendants who were alleged to have been involved in the conspiracy to defraud; the agreements therefore did not evidence a prior relationship between the claimant and those defendants.

On *forum conveniens*, the judge found that the connections between the non-English defendants and England were much weaker than their connections with Abu Dhabi:[27]

- most of the defendant shareholders were either UAE citizens or Indian nationals and long-time residents in Abu Dhabi with substantial business interests and assets in the UAE;
- the claimant itself was UAE incorporated and had no connections to England other than its engagement of lawyers in London to prepare some of the loan documentation;
- the lending itself took place in the UAE;
- the alleged torts took place in the UAE in that the implied representations alleged in the claim were received and acted on in the UAE if they were received and acted on at all; and
- the loss which the claimant sought to recover from the defendants was suffered in the UAE where the loans were drawn down against by UAE domiciled entities.

As the governing law of the dispute was the law of the UAE, issues of UAE law were better resolved by the UAE courts than the English court, particularly where there would be a right of appeal on those legal issues in the UAE.

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The judge also found it likely that there would be significant costs savings if the case was litigated in the UAE rather than to England.

G. AL MANA LIFESTYLE TRADING LLC AND OTHERS v. UNITED FIDELITY INSURANCE COMPANY PSC AND OTHERS[28]

In the most recent consideration of the UAE as a forum, the judge rejected jurisdiction challenges brought by three insurers located in the UAE, Qatar and Kuwait respectively. The claimants had brought claims for COVID-19-related business interruption losses, seeking USD 40 million in indemnities under insurance policies issued by the first to third defendants. Each policy contained a jurisdiction clause that provided:

> *"Applicable law and jurisdiction: In accordance with the jurisdiction, local laws and practices of the country in which the policy is issued. Otherwise England and Wales UK Jurisdiction shall be applied, [sic] Under liability jurisdiction will be extended to worldwide excluding USA and Canada."*

The judge rooted her analysis in the wording of the material clause in upholding the claimants' position that the clause permitted proceedings to be brought either in the country where the policy was issued or in England and Wales.

The judge rejected the defendants' contentions on *forum non conveniens*, which were not strong enough reasons for disapplying the jurisdiction clauses.[29] The defendants argued that

27. Paragraphs 149 to 183.

28. [2022] EWHC 2049 (Comm), 29 July 2022, Mrs Justice Cockerill

29. Paragraphs 90 to 101.

none of the parties was located in or connected with England; none of the alleged losses was sustained in England, caused by the COVID-19 pandemic in England or by the UK government's response; all the relevant documentation was elsewhere, primarily in the Middle East; UAE, Qatari and Kuwaiti law respectively governed the policies and local courts were best placed to apply those laws; none of the policies was placed in England and the defendants' reinsurers were not based in England. However, these reasons were presumed to fall *"squarely within the ambit of what the parties must be taken to have anticipated"*. On the other side of the ledger, the English court's expertise in claims for indemnity for COVID-19-related business interruption losses was a relevant factor, as well as the convenience of bringing all the claims before a single neutral court and the English court's experience in dealing with issues of foreign law.

In particular, the judge noted that

> *"Rightly, neither side has suggested that the Claimants would not be able to obtain a fair trial in the UAE, Kuwait or Qatar. And, again rightly, neither side has suggested that those local courts would not be equipped to handle the claims in an efficient, cost-effective and timely manner."*[30]

3 Conclusions

The English courts clearly do not have an expansive attitude towards their jurisdiction when the UAE is an alternative venue.

There are several takeaways from these cases.

- UAE parties dealing with English entities should have confidence that the existence and operation of the UAE courts are not a strong reason not to enforce a jurisdiction clause in their favour.
- The English courts clearly do not have an expansive attitude towards their jurisdiction when the UAE is an alternative venue.
- No discernible bias or favour can be detected in the English courts on behalf of parties based in England over parties based in the UAE or elsewhere who wish not to be sued in England.
- The English courts are extremely unwilling to impugn the UAE civil and criminal justice system. As *Nimer* demonstrates, the "clear and cogent" threshold for evidence of injustice in the UAE is a high one. The claimant in *Nimer* advanced a weight of evidence of purported injustice that the English court was not prepared to accept at face value.
- In all cases, the interpretation of any contractual arrangements lies at the heart of the analysis.

In this selection of cases, English courts have found on every occasion bar two - *Qatar Airways* and *Al Mana* - that the natural forum for a dispute is the UAE.

- The political circumstances of *Qatar Airways* were unique: the dispute arose in the context of a dispute between the UAE and Qatar that precipitated in part the publication of the complained-of video, and which was going to undermine the strength of any reasons for stopping the English litigation in favour of litigation in the UAE.
- *Al Mana* is an example of a jurisdiction clause, whether exclusively or non-exclusively in favour of England, being upheld and not overridden by extraneous factors.

Where issues over "forum shopping" have arisen such as in *Vitol Bahrain*, the English courts have viewed the entire nexus of proceedings in the round, including between competing courts of the UAE.

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As Lord Templeman explained in *Spiliada*, there is no prescriptive list of factors that the English courts will consider when weighing the convenience of litigation between England and the UAE. Some factors, like the governing law of the dispute, are considered in every case; others, such as the process of litigation in the UAE, are not. These cases show however that the English Court will apply a careful analysis and are prepared to decline jurisdiction in favour of the UAE when necessary. In many of these cases, to varying extents the parties relied on expert evidence on the law and dispute resolution processes of the UAE.

30. Paragraph 91(iv)

تأخذ المحاكم الإنكليزية، عند تقييم اختصاصها القضائي للنظر في نزاع ما، بعين الاعتبار إن كانت إنكلترا هي المكان المناسب بشكل واضح للبت في النزاع بالمقارنة مع مدى ملاءمة مكان آخر نسبيا للنظر في هذا النزاع.

تتناول هذه المقالة القضايا التي قامت فيها المحاكم الإنكليزية بمعاينة مزايا وعيوب قيام محاكم الإمارات العربية المتحدة بالنظر في نزاعات تجارية كبديل لإنكلترا.

تخلص المقالة إلى أن المحاكم الإنكليزية تدرك جودة حلول النزاعات في الإمارات العربية المتحدة كمكان بديل لتسوية للنزاعات وبالتالي فهي مستعدة للتنازل عن الولاية القضائية لصالحها.

BIOGRAPHY

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