EXTRA DIVISION, INNER HOUSE, COURT OF SESSION

[2026] CSIH 7
CA1/24

Lord Malcolm
Lord Clark
Lord Ericht

OPINION OF THE COURT

delivered by LORD CLARK

in the reclaiming motion

in the cause

by

PAPEL PAYMENT SERVICES PROVIDER LLC

Pursuer and Reclaimer

against

MONITOX LIMITED

Defender and Respondent

Pursuer and Reclaimer: Frain-Bell KC, K Young; MBM Commercial LLP
Defender and Respondent: Tosh; CMS Cameron McKenna, Nabarro and Olswang LLP

6 February 2026

Introduction

[1] On 30 September 2023 the pursuer and reclaimer, Papel Payment Services LLC, obtained an *ex parte* judgement against the defender and respondent, Monitox Ltd, from the Dubai Commercial Court of First Instance. Papel operates in the United Arab Emirates (UAE), whilst Monitox has its registered office in Scotland and its sole place of business in London. Notice of the judgement was emailed on two occasions to Monitox. The first notice

was entirely in Arabic. The second was in Arabic with a partial English translation, mis-stating the amount awarded. Notice was also placed by way of an advertisement in an Emirati newspaper, again in Arabic.

[2] In this commercial action, Papel seeks decree conform (a declarator that it is entitled to payment of the sums awarded in the Dubai Commercial Court). In his opinion dated 1 May 2025 the commercial judge held that the circumstances in which Monitox was notified of the order amounted to a breach of natural justice and dismissed the action. Papel now reclaim (appeal) against that decision.

Background

[3] Papel and Monitox are service providers in the financial services industry. The principal of Papel is Ferit Samuray and the principal of Monitox at the relevant time was Maksim Asanov. In 2021 or 2022 it was agreed that Mr Asanov would sell his shareholding in Monitox to Mr Samuray, who became a director of Monitox. Apparently at Mr Samuray's instigation, Papel entered into a Supply of Services Contract with Monitox dated 4 January 2023 (signed in May), whereby Papel was to provide services to Monitox, including human resources, finance, technological, and legal services. Clause 10.10 of the contract stated that it was governed by the law of the UAE. Clause 10.11 provided that the courts of the Emirate of Dubai were to have exclusive jurisdiction to settle all disputes or claims arising out of the contract. Very soon after the signature of the contract, relations between parties' principals broke down (see *Samuray* v *Asanov* [2025] CSOH 16). Mr Samuray and those advising him decided to terminate the contract with Monitox.

[4] On 3 July 2023 Papel's general counsel, Paul Hogarty, emailed a termination notice, a contractual discharge, and two invoices to Shamarke Abdulle, a director of Monitox.

Mr Abdulle in turn spoke to Erhan Tetik, Monitox's sales director and deputy CEO, for instructions. Mr Tetik said Monitox should accept the notice of termination and discharge of the contract. On 7 July 2023 Mr Abdulle accordingly replied to Mr Hogarty in these terms:

> "Hope you are doing well. Thanks for sending us the termination service agreement between Papel Payment Service Provider and Monitox and the service provided invoices. The invoices are validly received, I have reviewed the sums of the invoices and sums are agreed as due in terms of agreement.
>
> Please find the attached signed discharge. I will pass on the invoices to the relevant department and we will pay soon.
>
> I hope to have you well informed."

On 7 July 2023 Mr Samuray resigned as a director of Monitox.

[5] In the event, no payment was made and Papel moved to vindicate its rights in the UAE. On 7 September 2023 Mr Abdulle received an email from "courtnotifications@tableegh.ae". The email was entirely in Arabic, but a document prepared by Papel's Dubai agents, headed "Legal Notice" was attached. Mr Abdulle does not speak Arabic. The Legal Notice was in English and Arabic. Under "Subject", the Legal Notice stated:

> "Legal Notice and requesting to pay the total amount of USD 130,725.00 (one hundred thirty thousand seven hundred twenty-five dollar [*sic*]) + GBP 26,874.89 (twenty-six thousand eight hundred seventy four pounds and eighty nine cents)[*sic*] which is equal in UAE dirham to the amount of AED 605,798.31 (six hundred five thousand seven hundred ninety-eight dirham and thirty-one fils) with the legal interest of 5% from the due date in July 03rd 2023 until the full payment."

[6] After briefly setting out the factual background, the Legal Notice continued, under the sub-heading "Therefore" to state that Papel were issuing "formal notice" to Monitox and requesting Monitox pay the above amounts within 5 days, which failing Papel would be compelled "to initiate legal measures to obligate [Monitox] to settle the outstanding debt"

including the interest of 5% "along with the responsibility for all associated legal expenses and costs."

[7] The debt remained unpaid. Papel raised proceedings in Dubai on 27 September 2023. On 30 September 2023 the Dubai Commercial Court of First Instance ordered Monitox to pay Papel $130,725 and £26,874.89, with interest at 5% per annum from the date of 3 July 2023 until payment, together with court fees, expenses and the fees of an attorney. Under the relevant legislation Monitox had 30 days in which to appeal against the payment order.

[8] On 5 October 2023 the court gave notice of the payment order by email to Mr Abdulle. Mr Abdulle opened the email, which was entirely in Arabic. Mr Abdulle put the first paragraph of the email through Google Translate but this produced a translation which he said was so poor that he abandoned any further attempts to translate the notice. His evidence was that he was able to understand only that the email referred to a sum of money. The notice included, albeit not in the portion abortively translated *via* Google, a sentence advising Monitox of its right to file an appeal against the payment order, in accordance with Article 147 of the CPL. On 9 October 2023, an advertisement notifying Monitox of the payment order and its right of appeal was published in *Al-Fajr*, an Arabic newspaper circulating in the UAE. No-one from Monitox saw the advertisement.

[9] On 13 October 2023 further notice of the payment order was emailed to Mr Abdulle. This notice was entirely in Arabic, save for a single paragraph on the last page which read:

> "Court has orderded [*sic*] in commercial material Obliging [*sic*]the defendants to pay an amount 3650000 [*sic*] dirhams (Three million six hundred and fifty thousand dirhams) and legal interest at 5% from the Date [*sic*] of the lawsuit in [*sic*] until full payment, with fees and expenses 21-09-23."

This paragraph misstated the date of the payment order. It very considerably overstated the sums owed - Papel's money claims, expressed in dirhams, came to around AED613,000. The

translated portion of the notice did not include any information as to Monitox's appeal rights. Mr Abdulle again attempted translation *via* Google, but this was again unsuccessful. He assumed, however, that the payment order related to the dispute between Mr Samuray and Mr Asanov and forwarded the notices to Mr Asanov. Mr Asanov told the commercial judge that he did not receive the notices. On 30 October 2023 the deadline for Monitox to appeal against the payment order expired.

The commercial action

[10] The summons in this action was signeted on 4 January 2023. Following various sundry procedure, the action called for a proof before answer on 1-3 April 2025. By this time, the only defence advanced for Monitox was that the Emirati payment order procedure offended against principles of natural justice to be applied in Scotland because it afforded no opportunity for a defender to challenge the payment order before it was issued. *Esto*, if the Emirati payment order procedure in general did not offend against natural justice, the circumstances in which this specific payment order was obtained did so.

[11] The commercial judge heard evidence from Mr Hogarty, Mr Asanov, and Mr Abdulle. His assessment of their evidence is reflected in the background narrated above. The commercial judge also heard expert evidence from Mr Al Zarooni, an eminent Emirati lawyer instructed by Monitox, as to the civil law and procedure of the UAE.

[12] Mr Al Zarooni explained that the payment order procedure was set out in Part 11 of the United Arab Emirates' Federal-Decree Law No 42/2022 Promulgating the Civil Procedure Code (UAE CPL). The procedure was created to provide a fast-track debt-recovery process for creditors in possession of a clear and unequivocal acknowledgement by a debtor that the debt exists. For a debt to be habile for recovery

under the payment order procedure, the creditor must unequivocally acknowledge the debt, the debt must be for a fixed amount, and a pre-application notice specifying the exact amount of the debt and offering 5 days for payment must be issued. If these requirements are complied with and no payment is made, the creditor may petition the court for a payment order, which the court is expected to issue within 3 working days.

[13] Mr Al Zarooni's evidence was that service of such a pre-application notice is handled by Tableegh, a Dubai company which holds a contract with the Dubai court system for service of court documents and orders. In terms of Article 9 of the UAE CPL, email is a valid form of service. The fact that the recipient does not read the email does not vitiate service. The pre-application notice, although a prerequisite for obtaining a payment order, is not of itself the initiating writ. Where a debtor responds to the notice advising that the debt is disputed, the creditor may or may not be dissuaded from utilising the payment order procedure. If the order is made then the debtor may, under Article 147 of the UAE CPL, file an appeal upon receipt of the payment order. An appeal must be filed within 30 days. Where an appeal is filed, the court's task is to determine if the requirements of the payment order procedure were met, not to interrogate the merits of the parties' dispute.

[14] Turning to the specific circumstances of this case, Mr Al Zarooni's evidence was that the entire procedure had been conducted in accordance with Emirati law. The fact that Mr Abdulle did not read the pre-application notice did not vitiate the validity of its service. The only required notifications were the pre-application notice and the notification of the final judgement. Mr Al Zarooni observed that it would be "highly unlikely" for the court to issue a payment order unless satisfied that the requirements of the UAE CPL were complied with. His expert opinion was that there were no procedural irregularities in the Emirati process.

[15] Mr Abdulle's position at proof was that Monitox was, at the time when he responded to Papel saying that payment would be made, a start-up and dependent upon Mr Samuray to put it in funds to pay supplier invoices. He said that he had never opened the email which sent the Legal Notice. The commercial judge's conclusion, following his assessment of Mr Abdulle's evidence, was that Mr Abdulle opened the email but not the Legal Notice. However, that did not affect validity of the service. With the exception of parts of Mr Abdulle's evidence, the commercial judge found the witnesses to be credible and reliable.

The commercial judge's decision

[16] The starting point was that the Scottish courts would not recognise a foreign order obtained in breach of natural justice (*Rudd* v *Rudd* [1924] P 72; *Crabtree* v *Crabtree* 1929 SLT 675; *Scott* v *Scott* 1937 SLT 632). Natural justice required notice to a litigant and an opportunity to present his case to the court (*Jacobson* v *Frachon* (1927) 138 LT 386, Atkin LJ at 392). Where a debtor had "no sufficient notice" of the foreign proceedings natural justice according to British principles would be breached with the result that the foreign orders would not be enforced (*Cameron* v *Victoria Insurance Co Ltd* [2019] UKSC 6; 2019 1 WLR 1471, Lord Sumption at para [17]). These principles had been restated, and noted as "fundamental", in a recent English authority involving enforcement of an Emirati judgement (*Cancrie Investments Ltd* v *Haider* [2024] EWHC 1876) and were reflected in the relevant domestic and European legislation governing the recognition and enforcement of foreign judgements.

[17] The judge stated that whether any document served on the debtor had been translated into an appropriate language before service was a relevant factor (referring to

British Seafood Ltd v *Kruk* [2008] EWHC 1528 (QB), at paras [22] to [29]). He noted that in Scotland this is reflected in the Rules of the Court of Session, Rule 16.6. Looking at the international context, Article 5 of the Hague Service Convention 1965 (convention on service abroad of judicial and extrajudicial documents in civil or commercial matters) provided for translation into the official language of the State in which the document is to be served. Article 12 of Regulation (EU) 2020/1784 entitled an addressee to refuse to accept a document to be served if not written in, or accompanied by a translation into, either a language which the addressee understands or an official language in the state concerned.

[18] The judge noted that the court must have regard to the fair trial standards enshrined in Article 6(1) of ECHR (*Pellegrini* v *Italy* (2002) 35 EHRR 2 at para [40]). He also referred to the European Court of Human Rights having made it plain that the right of access to a court includes a right to be informed of the procedures to be followed in order to appeal against a judgment, including any relevant formalities and time limits, particularly in a case where a person has been convicted, or judgment has been granted, *in absentia* (*Faniel* v *Belgium* No 11892/08 at para [30]; *Assuncao Chaves* v *Portugal* No 61226/08 at paras [79] - [81].)

[19] Applying those principles, the commercial judge held that whether sufficient notice was given of the foreign proceedings was "a question of function rather than form". The important question was not whether Papel achieved good service in Emirati law, but whether Monitox had a proper opportunity to contest the payment order in a manner which permitted them to present their defence. That was a question of fact which required the court to consider all relevant circumstances, including Monitox's state of knowledge and whether the notices had been translated before service.

[20] The commercial judge said (at para [27]) that his opinion is not a general critique of the fairness of the payment order regime in the UAE Civil Code, or whether those

provisions are contrary to natural justice. Rather, the question was whether, in the particular circumstances of this case, the manner in which this particular payment order was obtained against Monitox, such that it is now unchallengeable, has resulted in a breach of natural justice on this particular occasion. He did not consider that he would have to find either that the system as a whole was contrary to our principles of natural justice, or that it was not. He said that there are specialities which arise in this case out of the particular manner in which the defender was notified of the judgment. He did not accept that, after the point at which the order was obtained, the procedure was necessarily "played by the book".

[21] For Monitox, it was argued that the Emirati payment order procedure offended against Scottish conceptions of natural justice. The commercial judge rejected that submission. There was nothing inherently unjust about an accelerated procedure for undisputed debts. That was, however, subject to the requirement that the debtor has an effective opportunity to challenge or set aside the order if entitled by law to do so. He noted that this is the basis upon which the payment order procedure operates, with the debtor being informed, whether by notice or advertisement, or both, of the right to appeal the order. There had been no breach of natural justice before the payment order was obtained.

[22] After the payment order was obtained, however, there had been a breach of natural justice. There was no authority to support Papel's argument that, having submitted to the jurisdiction of the UAE, Monitox forfeited the right to receive intimation of the judgement in a language it could understand. The commercial judge held that the October notices were simply inadequate to achieve actual notice. The first was entirely in Arabic. The second was only partially translated into English, and the section translated misstated the amount owed and made no reference to Monitox's appeal rights. The argument that Mr Abdulle could

have done more to translate the notices did not cure their deficiencies. The advertisement in *Al Fajr* was plainly insufficient given it was in Arabic and published in a newspaper not circulating in Monitox's jurisdiction of domicile.

[23] Responding to senior counsel for Papel's submission that the Emirati payment order procedure was analogous to the Scottish procedures for summary diligence and summary warrants, the commercial judge considered neither was an apt comparator. Instead, both procedures were special cases rather than authority supporting the justice of any and all proceedings which permit *ex parte* judgement against a debtor: summary diligence may only take place where the debtor has contractually consented to decree being issued (Wilson, *The Scottish Law of Debt* (2nd edition), p 217). Summary warrant is available only in limited circumstances to a particular class of litigant (public authorities) and for non-contractual debts.

Submissions

Reclaimer

[24] Senior counsel for Papel invited the court to grant the reclaiming motion, recall the commercial judge's interlocutor of 1 May 2025, and grant decree against Monitox for the sums found due by the Dubai court (apart from the awards of court fees, expenses and the attorney's fees). The payment order procedure was only available for cases where the debt was unequivocally acknowledged to be due. Monitox had admitted it was indebted to Papel and promised to pay the invoices. It had received, in English, the pre-application notice but had failed to read it. As the commercial judge himself noted, failure to read a validly served initial writ or summons would be no defence for a Scottish litigant and until 30 September 2023 the proceedings had been entirely concordant with natural justice.

[25] However, the logic of the commercial judge's decision on events subsequent to 30 September 2023 was that a judgment pronounced absent a defender's knowledge or opportunity to enter proceedings was, by Scottish standards, a breach of natural justice. That could not be correct. The commercial judge had missed the point of Papel's submissions anent summary diligence and summary warrant. The fact that both procedures were permitted in Scotland at all demonstrated that they were not inherently unjust. The rarity or otherwise of the summary warrant procedure was beside the point. As the commercial judge said, Scots law permits *ex parte* money judgements in special cases. Those who formulate Scots law have determined what circumstances fall into the category of a special case in our jurisdiction. Likewise, those who formulate the UAE CPL have determined what circumstances amount to a special case in their jurisdictions. Their assessment of the needs of the UAE's civil law should be respected.

[26] In any event, Monitox had been afforded the opportunity to challenge the payment order following its issue. It knew it had contracted with an Emirati company and its contract was governed by Emirati law and subject to the law of Dubai. It knew, or ought to have known, that the language of the Dubai courts is Arabic. Senior counsel referred to the maxim that "ignorance of the law is no excuse" (see *Christine Perrin* v *Commissioners of Revenue & Customs* [2018] UKUT 156 (TCC); and *Mohammed Muhsen Yaqoobi* v *The Commissioners for His Majesty's Revenue and Customs* [2024] UKFTT 001160 (TC)).

[27] Senior counsel further referred to *Anton on Private International Law* (2nd edition) at 9.08 wherein the learned authors highlight the risk that, in failing to give effect to foreign judgements, the Scottish courts would "[defeat] the legitimate expectations of parties who regulated their affairs with reference to those laws". The parties to this action had legitimately expected that their contract, and any litigation arising therefrom, would be

governed by Emirati law. Mr Al Zarooni had confirmed that the notice given to Monitox was entirely regular by the standards of the UAE CPL. Parties who chose to submit to the jurisdiction of the Dubai courts ought to legitimately expect to receive correspondence from them in Arabic. In this regard, it was relevant that Monitox was an FCA-regulated financial services business and might be thought to have the commercial sophistication and resource to (i) translate court documents and (ii) instruct Emirati lawyers to defend its position in the Dubai courts, if it could.

[28] Senior counsel finally noted that the commercial judge's decision effectively enabled Monitox to avoid paying a debt it had explicitly conceded was due. That outcome was itself contrary to natural justice.

Respondent

[29] Counsel for Monitox invited the court to refuse the reclaiming motion, essentially adopting the same reasoning as the commercial judge in his decision set out above, but also submitted that Monitox maintained, as its primary position, that the entire procedure was contrary to natural justice.

Analysis and decision

[30] As already noted, the commercial judge held that, up to the point at which the Dubai court granted the order on 30 September 2023, there was no contravention of natural justice. The submission put before this court on behalf of Monitox, that it disagreed with that part of the commercial judge's decision, must fail as this was not subject to a cross-appeal by Monitox. In any event, there was no error in the commercial judge's reasoning on the

matter. He properly stated that what happened thereafter gives rise to greater difficulty, which we will address in due course.

[31] The assessment of the evidence given at the proof was a matter for the judge to decide upon and it is only capable of being reviewed by this court if he went plainly wrong. No basis for that test being met was made out. This leaves the key legal question of whether the commercial judge took the correct approach when applying the law on natural justice.

The approach taken

[32] The commercial judge gave full consideration to the authorities (noted above) and it is unnecessary to quote the *dicta* in full, as he summarised the law succinctly by concluding (at para [38]) that:

> "natural justice will be breached where a debtor has not been given sufficient notice of foreign proceedings in such a way as to have an opportunity to present his case to the court at some stage in the process".

This fits with the decision of the Supreme Court in *Cameron* v *Liverpool Victoria Insurance Co Ltd* [2019] UKSC 6 [2019] 1 WLR 1471, Lord Sumption stating (at para [17]) that a person cannot be made subject to the jurisdiction of the court without having such notice of the proceedings as will enable him to be heard. That approach was endorsed in *Cancrie Investments Ltd* v *Haider* [2024] EWHC 1876 (Comm) in which a judgment emanating from the UAE was enforced and it was said that notice had to be given to a litigant, affording an opportunity of substantially presenting his case to the court.

[33] In going on to apply the law, the commercial judge took into account a number of factors which he considered to be relevant to natural justice. He correctly observed that the newspaper advertisement was wholly in Arabic and published in a newspaper which had no realistic prospect of coming to the attention of the defender. He quite properly found

that the argument for Papel that the Scottish courts' approach to summary decree and summary warrants was of no relevance. The judge rightly observed that the notice of 7 September 2023 did not commence court proceedings, nor did it give the defender any effective opportunity to challenge any proceedings which might thereafter be raised. He noted that under the payment order procedure, the debtor has no prior notification of the actual application to the court and the notice given after the judgment gives the first, and indeed only, opportunity to enter the process.

[34] The commercial judge determined that, as a means of bringing the judgment and consequent right to appeal to the attention of Monitox, the notice of 13 October 2023 and, *a fortiori*, that of 5 October 2023 were inadequate. He explained that the judgment was not identified and "[m]ost significantly", there was no mention, in English, of the right to appeal. He went on to say that the notice of 13 October 2023 was only partly in English and while it drew the defender's attention to the fact that a judgment of some sort had been passed, the amount stated was wrong, the parties were not identified, and "crucially" there was no translation of the intimation of the right to appeal, or how, or by when, that must be exercised.

Procedure in the Dubai courts

[35] The judge did not accept that, after the point at which the order was obtained, the court's procedure was "necessarily played by the book". However, he accepted that there is no requirement under the Dubai court rules for there to be notice of commencing the court proceedings, or any opportunity to challenge them in advance, when a payment order was being sought. The only requirement was to serve a Legal Notice given by the creditor to the debtor, duly notarised by a Dubai Court Public Notary, allowing 5 calendar days for

payment and stating that, if not paid, an action will proceed. Thereafter, the next stage was for the Dubai court to give notice that it had made a finding against the debtor.

[36] Mr Al Zarooni explained the procedure in some detail. It is clear from his evidence (accepted by the judge) that in these proceedings there were no procedural irregularities under the Dubai rules, including the UAE CPL. While the CPL (in Article 8(3)) requires the claimant (Papel) to enclose a certified translation in English of the Legal Notice, which was done, the rules do not require a translation of the notice given by the court. In his expert opinion Mr Al Zarooni also said:

> "The claimant or the court are not obligated to notify the defendant of its right to grievance or appeal. Instead, upon receiving the notification of the payment order, the defendant must take the step to instruct a lawyer to file the grievance or the appeal".

However, in the present case the Dubai court did state, in each of the October notices, in Arabic, that there was a right to appeal in accordance with the provisions of Article 147 of the CPL. We note, in passing, that giving notice of the right to appeal fits with the payment order procedure in the EU (Regulation 1896/2006), although that also states the period (30 days) within which a statement of opposition is to be lodged (Article 12(3)). These EU regulations do not deal with whether translation is required.

[37] In relation to the first notice given to the defender of the payment order judgment, sent on 5 October 2023, the commercial judge decided that the Dubai court's view must have been that it was insufficient, because there was then the second notice. It would certainly have been of greater assistance at the proof if information had been given as to precisely why the Dubai court had given the second notice, with a small part of it translated. This is especially so when the evidence was that the court had complied with its procedure. But, more importantly, if it is to be inferred that the first notice was seen by the Dubai court as

insufficient, the sending of the second one appears to have been intended to be sufficient. In any event, in light of there being this second notice, we do not find it necessary to decide whether the first notice was, of itself, sufficient.

[38] In considering the possible "specialities" or reasons why the judge considered that the Dubai court's approach was not "played by the book", it is no doubt correct that both notices referred to the right to appeal under Article 147 only in Arabic, but as observed there is nothing to show that they had to be translated and indeed the evidence was that there is no obligation to give notice of the right to appeal. Moreover, Article 147 does not itself specify the time-period for appealing or precisely how that is to be done. It states that the payment order may be appealed "in accordance with the procedures and time limits prescribed for appealing the judgments". In the second notice the sum stated to be due, in the passage in English, was incorrect but it was not suggested in the evidence that this gave the recipient a wrong impression about the court's finding.

[39] The extent to which the Dubai court's procedure may not have been "played by the book" appears therefore to be somewhat limited. It could mainly have been the court deciding that it had to give a second notice and then wrongly stating the amount due. The substantive elements of the court's procedure were followed. However, whether the court properly applied its rules on procedure is of no direct relevance to the central question of whether the approach it took should be treated as a breach of natural justice, to which we now turn.

Application of the law

[40] As noted, the commercial judge decided that the most significant and indeed crucial point was that the notice given by the court did not mention, in English, the right to appeal,

or how and when to appeal. In that regard, counsel for the respondent referred the court to *Assuncao Chaves* v *Portugal* No 61226/08 at paras [79] - [81]), which was also mentioned by the commercial judge, submitting that there was a need to give notice of how and when to appeal. However, that case involved "proceedings to promote and protect a child at risk" with "extremely serious and sensitive consequences…both for the child and the parents" (para [82]). Also, as the court stated (at para [80]), the applicant was a party litigant and only had a period of 10 days to appeal. The other authority referred to by the commercial judge (*Faniel* v *Belgium* No 11892/08) was a criminal case involving a conviction by default, where the defendant was unrepresented. The facts in those cases differ from the present case. That said, we accept that when a judicial decision giving an order for payment is served, being the first notice given by the court, reference to the available legal remedy may well be necessary.

[41] The language of the Dubai courts is Arabic. As mentioned earlier, the judge considered the question of translation to be a relevant factor referring to, among other things, the Hague Service Convention and EU regulations. Dubai is not a signatory to either of these arrangements and in any event neither of them actually requires that there must be a translation. Article 5 of the convention sets out that a state which is asked by another state to serve the document *may* require a translation. The EU regulations give an entitlement to refuse to accept the document if not translated, but that requires the recipient to make a written declaration of refusal of acceptance (Article 12(3)).

[42] The Dubai court gave notice, in Arabic, of the right to appeal under Article 147 of the CPL but did not state how and when the appeal had to be made. We do not see the absence of those points creating any breach of natural justice, as the procedures and time limits prescribed for appealing the judgments can be found elsewhere in the rules. We also see

some force in the view that it would be better if intimation of the right to appeal was given in the official language of the country where the recipient is based. Further, it may be viewed as somewhat odd that intimation of the right to appeal was given in each of the notices in Arabic when, on the evidence, there was no requirement under the Dubai rules to do so. But as it was given, the real issue is whether in the particular circumstances of this case doing so in Arabic sufficed.

[43] In their contract, Papel and Monitox agreed that it was governed by the law of the UAE. The contract terms also gave exclusive jurisdiction to the courts of Dubai to settle all disputes and claims arising out of the contract. Papel sent an email to the director of Monitox (the email address ending with "@Monitox.com") setting out the sums due. In an email sent back by the director, Monitox accepted its liability. In the Legal Notice, translated into English, sent on behalf of Papel, Monitox was made aware that under the Dubai rules if payment was not made within 5 days there would be legal measures taken in order to get payment. The notified party in that Legal Notice was stated as Monitox and the email address for Monitox was again that of the director. Shortly thereafter, Monitox, again *via* the director's email address, was given notice by the Dubai court that an order for payment had been made, with that information also given in English. While the parties were not named in English, it should have been obvious to the director that this order against Monitox arose from the claim by Papel. The right to appeal was mentioned in Arabic, but Monitox could have sought legal advice about the order, obtained a translation if need be, and brought its appeal. Several means of contacting the court were stated in its notices, including the court's email address and telephone number.

[44] We conclude that in the whole circumstances, on balance, Monitox was given sufficient notice of the proceedings in such a way as to have an opportunity to present its

case to the court at that stage in the process. Accordingly, there was no breach of natural justice.

Disposal

[45] The respondent is therefore required to make payment to the reclaimer of $130,725 and £26,874.89, with interest, as found due by the Dubai court. We shall allow the reclaiming motion, recall the interlocutor of the commercial judge, sustain the first and second pleas-in-law for the reclaimer to the extent of the sums due, with interest, and repel the respondent's pleas-in-law. In the meantime, all questions of expenses are reserved.