

# UAE LEGAL AMENDMENTS DURING THE COVID-19 PANDEMIC

*Written by **Irfan Ali Thanvi***

*Legal Advisor, Singapore*

DOI: [doi.org/10.55662/LPR.2022.701](https://doi.org/10.55662/LPR.2022.701)

---

## ABSTRACT

The pandemic known as COVID-19 has taken the entire globe with a blast. The outbreak which initiated in December 2019, has been reported to have spread across six continents of the world in just a single quarter. The UAE like many other developed countries of the world is trying its best to curb any further spread of the novel virus. Unfortunately, some sectors of the society have taken this situation to work in their vital interest to fulfill ulterior motives, while some others, due to the oblivion of the UAE law get jeopardized by the same token. This negligence on part of several people may turn costly. Hence, I as a lead author on UAE laws decided to research the entire scenario and provide certain plausible legal solutions to our valuable audience. The regulations of the UAE have drastically been amended during the current pandemic of COVID-19, enabling loads of revision to existing laws. One of the most important issues during the lockdown has been to regulate food supplies and garner stocks. This has been an ancient practice but was never instituted under the prevalent laws of the UAE, as there was never a need for such an occurrence. Ever since the outbreak of COVID-19, as the UAE went under a complete lockdown, changing the world of all residents in a dramatic way. This book covers significant discussion on the impact of the pandemic on all walks of life including but not limited to education, health care, employment, trading, court procedures and many more. At Amazon Inc, we are trying our level best to apprise the public of the latest developments in various sectors due to the outbreak of the pandemic. Nonetheless, a disclaimer for the audience about these rules and regulations, that may be altered through the process of time.

## INTRODUCTION

The pandemic known as COVID-19 has taken the entire globe with a blast. The outbreak which initiated in December 2019 at Wuhan, China, has been reported to have spread across six continents of the world in just a single quarter. The UAE like many other developed countries of the world is trying its best to curb any further spread of the novel virus. Unfortunately, some sectors of the society have taken this situation to work in their vital interest to fulfill ulterior motives, while some others, due to the oblivion of the UAE law get jeopardized by the same token. This negligence on part of several people may turn costly. Hence, I as a practicing judge on UAE laws decided to research the entire scenario and provide certain plausible legal solutions to our valuable audience. Let us examine them chronologically:

## THE DEFINITION OF A FORCE MAJEURE

Force Majeure is a legal terminology, defined as the “*unforeseeable circumstances that prevent someone from fulfilling a contract*”. Although a direct mention of this term does occur in the UAE Civil Code, its implementation is regulated through clauses of several articles which allude towards the functioning of Force Majeure in contractual obligations. Since the UAE Civil Law Code is based on the Civil Law, therefore the contractual obligations are defined under the French pretext of the concept of *rebus sic stantibus*, as explained in Article 1218 of the French Civil Code (amended in 2016), which further correlates with the doctrine of *Stare decisis* in the English Common Law. The Law of Frustration explained in English Common Law and Scott's law and is in implementation certainly gives credence to the application of the principle, but in practicality the legal doctrine often drags simple matters to the jurisdiction of the courts. As the UAE has been adaptive to the co-existence of mixed jurisdictions, the concept is equally derived from both roots, including the English Common Law and the French Civil Law. The roots of this regulation lay in the UAE Civil Code (Federal Law Number 5 of 1985, which) sets the principal framework of a Force Majeure event, the legal repercussions to be deduced from it. By virtue of the Rudimentary structure of the UAE Civil code, Article 273 stipulates that for an event to be qualified as a Force Majeure it should be: (a) affirmed in a bilateral agreement; and (b) makes the performance of the obligation impossible. Articles 249,

273, 287 and article 893 of the UAE Civil Code explain the enactments which may apply a Force Majeure to a contract, based upon circumstantial.<sup>i</sup>

## **THE IMPLEMENTATION OF A FORCE MAJEURE**

Force Majeure is a legal term which is defined as “*unforeseeable circumstances that prevent someone from fulfilling a contract*”. There is no specific definition of force majeure under UAE law. The UAE Civil Code (Federal Law No. 8 of 1985) does, however, include several provisions addressing the concept of force majeure and its consequences. The law also differentiates force majeure from events which render the performance of the contract simply onerous. Although a direct mention of this term does occur in the UAE Civil Code, its implementation is regulated through clauses of several articles which allude towards the functioning of Force Majeure in contractual obligations. Since the UAE Civil Law Code is based on the Civil Law<sup>ii</sup>, therefore the contractual obligations are defined under the French pretext of the concept of rebus sic stantibus, as explained in Article 1218 of the French Civil Code (amended in 2016), which further correlates with the doctrine of Stare decisis in the English Common Law. The Law of Frustration explained in English Common Law and Scott's law and is in implementation certainly gives credence to the application of the principle, but in practicality the legal doctrine often drags simple matters to the jurisdiction of the courts. The UAE has been adaptive to the co-existence of mixed jurisdictions, the concept is equally derived from the Shariah and the French Civil Law.<sup>iii</sup> Articles 249, 273, 287 and article 893 of the UAE Civil Code explain the implementation of such situations which may apply a Force Majeure to the contract, when comes to implementation. These Articles give the right clue to practical situations such as construction projects, employment regulations and medical contracts. The Jurisdiction of the UAE law establishes a contractual or wrongful infringement of a legal right, as a liability on a 3D scale. The act itself, the destruction and the causal effect are the three fundamental dimensions of this nucleus, which forms the rationale of liable obligations. Albeit an intervened act is affirmed to the service provider is proven to have caused the damage rampaged through the existence of a third party, the service provider is absolved of any liability whatsoever in this regard. Article 273(2) stipulates that in cases where the force majeure event furnishes a part of the obligation, which is impossible to perform, only that part of the contract will be terminated while the other part will be effective as per the agreement.

Furthermore, Article 273(2) permits the Service Provider, in respect of the change in scenario to perform his complete obligation, to terminate the entire contract by providing notice to the recipient. If a contract is terminated or suspended under the jurisdiction of either clauses of Article 273, the subscribers of the contract will revert to square one position; if through arbitration or circumstantial developments, this becomes difficult or in some cases impossible, the courts will apply compensation to the party which suffered the loss. In a typical scenario, demurrage payment by shipment in charges in trade or maritime businesses, damages awarded to an investor by a Developer in Real Estate or in Medical liability cases, a hospital is asked to compensate a patient through the implementation of these clauses.

Although, we will be polite to a fault to evade the legal problems enfaced during such a situation, as Article 249 stipulates:

*“If exceptional circumstances of a public nature which could not have been foreseen occur as a result of which the performance of the contractual obligation, even if not impossible, becomes oppressive for the obligor so as to threaten him with grave loss, it shall be permissible for the judge, in accordance with the circumstances and after weighing up the interests of each party, to reduce the oppressive obligation to a reasonable level if justice so requires, and any agreement to the contrary shall be void.”<sup>iv</sup>*

Indeed, Article 249 brings hope in the sense that the law does acknowledge the concept of an exceptional circumstance, but this may not allude to an epidemic or pandemic. As in the case of Insurance Laws, no insurance covers war and an insurance company will never be held accountable to claims generated through the destruction caused by a war. Yet, the UAE Legal contracts, often refer to a term known to legal lexicology as “*an act of GOD*”, as in the case of many developers, who adopt a safe policy, relinquishing any further liability beyond their scope of work. In the case of employment, unfortunately, such clauses are oblivious to any employment or labour contracts, as such situations have never affected the UAE, since 1971.<sup>v</sup>

Our Legal aid can be useful to our audience through the exponent of another legal term known as an “*extraneous cause*”, which is stipulated in Article 287, which does recognize the calamity

of a natural disaster or a force majeure to enact in the absence of a formal contract. Article 287 states:

*“If a person proves that the loss arose out of an extraneous cause in which he played no part such as a natural disaster, unavoidable accident, force majeure, act of a third party, or act of the person suffering loss, he shall not be bound to make it good in the absence of a legal provision or agreement to the contrary.”<sup>vi</sup>*

Hence the obligor or the oblige are absolved from any further responsibility as in the case of damages, as the case scenario changes due to the circumstance evolved. Article 287 was a potential legal aid to all those investors, who suffered the turmoil of the 2008 crisis. As the situation had completely changed, many Developers and their respective investors got a bail out, but not necessarily a complete absolving from their contractual responsibilities. In Real Estate, an Amiri decree, law no. 21 of 2013 enabled both parties a finer judgement, when the projects were cancelled or they were put on hold for further investigations, and /or the investors were absolved not to pay any further for such a project.<sup>vii</sup> However, an explicit example of a ratio decidendi related to Article 287 came to prominence in a 2011 case decision by the Dubai Court of Cassation. The Court invincibly promulgated unanimously, that the determination of the “extraneous cause” was at the sole prerogative of the court discretion, including but not limited to an arbitrary tribunal. The nature of the extraneous cause was determined by application of the cause-and-effect scenario by the court. Although, an Employment contract will not fall under the category of a civil contract, as the jurisdiction binding it is the UAE Labour Law 1980 and her respective amendments and modifications.<sup>viii</sup>

## **THE REAL ESTATE SECTOR**

The case of Real Estate is far more significantly different than any other walk of life in the UAE. Hitherto, due to the overwhelming challenges this sector has already gone through for the past decade and above, significantly qualifies real estate to be unique. Another legal clause helps motivate litigators on Real Estate Issues, unanimously known as the “*Act of God*” clause, remain as a precedent due to the continued spread of COVID-19 (Coronavirus) on all Real Estate Matters, as all realty contracts possess this clause in them.<sup>ix</sup> Article 249 of the Civil Code

stipulates that if exceptional circumstances of a public nature were unprecedented or unforeseen occur i.e. a force majeure, as a result of which the application of a contract becomes no-conducive for compliance, but not necessarily impossible; the Judge as per the Obiter Dictum doctrine, uses his prerogative, who authorize to lessen the obligation to a considerable degree.

The relationship regulating the contractual obligations of tenants and landlords is enacted through **Dubai by Law No. 33 of 2008** in the Emirate of Dubai. The arising rental disputes referred to Rental Disputes Settlement Centre (“RDSC”) came into inception through the promulgation of the historic Decree No. 26 of 2013 enabling reconciliation between the tenant and the landlord through an amicable settlement further seeking an equivocal judgment issued followed by promulgation by the RDSC. According to expert analysis, Article 249 is the basis of complaints lodged at the RDSC under the purview of RERA. Hence, if due to the implementation of Ministerial Resolution 279 of 2020, a person’s income has been reduced due to the pandemic crisis of COVID-19 and the landlord does is impertinent to the cause, it is imperative for the tenant to approach the court to reach fair level arbitration on this issue and resolve the matter in favor of the plaintiff. Article 273 also helps in this regard, because it stipulates the conditions alluding to a force majeure. 273(1) stipulates that a force majeure event makes a contract impossible, all contractual obligations will stop, and the contract will be automatically terminated. Furthermore, Article 273 (2) corresponds regarding cases where the force majeure event makes only a segment of the obligations impossible to perform, and then only that section of the contract will be cancelled. The subsequent remainder holds effect. If a contract is terminated under Article 273 (1) or 273 (2), the landlord and the tenant are to revert to square one, which is considered the date of the signing of the tenancy agreement, commonly referred to as Ejari in Dubai.<sup>x</sup> If that is impossible, damages may be awarded by way of compensation to a party that has suffered a loss because of the inability to terminate the contract amicably. The tenant secures more weightage in this regard and should be desired for clemency. RDSC will evaluate the circumstances and award the case accordingly. Generally, the arbitration takes place through a reconciliation agreement, which shall be practiced by the claimant and respondent, when an amicable settlement is achieved. The application can only be filed if the rent claim is above AED 100,000.<sup>xi</sup>

## THE EDUCATION SECTOR

The lockdown has affected the academic sector a great deal, in which primary, secondary Schools, colleges and Universities alike. It is imperative to know that institutions of higher learning are already exposed to technological means to overcome this situation, but many schools do lack online services facilities to deliver lectures. Nonetheless, the Schools across the UAE, are trying their level best to accommodate the pupil's academic needs through conducting webinars, engaging teachers through social media platforms and dedicating a perfect schedule of activities for enhancing the students' abilities to perform well at the academic level. Nonetheless, many people thought that the lockdown would legally enable them to claim refund on school fees, this myth is not true at all. On the contrary, some schools of certain Asian curriculums thought they are no longer liable to serve the students, are also equally deplorable. The legal framework obtained through the deployment of the "Education 2020 strategy" by the Ministry of Education, clearly indicated the development of Smart learning program, new teachers' codes, licensing, and evaluations systems, as well as curriculum revision, including teaching math and science in English, are all part of the strategy. Hence, neither the Schools, and nor the Students can shy away from their obligations. It is just the mode of conduct, which albeit varied, will dictate the course of events during the current outbreak of the pandemic.

Significantly, even students with special needs and/or disabilities, will be provided fair means of gaining education as stipulated by Federal Law No. 29 of 2006. This law stands out to be the primary law in the UAE to protect the rights of people of determination. Article 12 of the law provides: the country guarantees people with special needs equal opportunities in education within all educational, vocational training, adult education and continuing education institutions in regular classes or special classes with the availability of curriculum in sign language or Braille and or any other methods as appropriate. Hence, even children, who do not meet a fitness criterion due to some reasons, are legally bound to receive education of an equal stature as any other student in the country. Hence all these arrangements should have been made, but if at all certain loopholes remain, they could be filled up with the due course of time.<sup>xii</sup>

## THE CONSTRUCTION ARENA

Undoubtedly, the UAE hits center stage whenever the term construction comes to discussion in global forums. At this moment in time, Dubai itself possesses 15% of the World's construction equipment installed in the city. Nonetheless, since Construction always remained under the purview of International law, hence we are blessed to possess the clause 'an act of GOD' in the UAE Legal contractual agreements of the field of construction. The UAE has witnessed phenomenal economic growth through the establishment of Freehold Realty right through an Amiri decree in 2002. By the fourth quarter of the fiscal year 2007, prices had risen to a world record 79% from the actual base price. Such profits were, indeed, a dream come true for the investors and a source of encouragement for the rest, as no other economy could bring such a fruitful result of a base investment anywhere else in the world. Hitherto, as every matter of life, has a node and an antinode to its climax, every investment is subject to a circuit-breaker, often caused due to a foreign influence in our globalized world.<sup>xiii</sup>

The UAE Real Estate also became a victim of the 2008 global financial crisis, and the Markets indefinitely met a down surged bearish trend, as the collapse of Lehman Brothers in New York, caused a ripple effect around the world<sup>xiv</sup>, affecting many economies in the due course of time. But unlike many other countries, the United Arab Emirates had a wonderful course of interaction with its investors. First and foremost, the UAE, did not let their investors shy away from any of these repercussions and consequently developed a developer-investor caucus, the UAE considerably putting certain measures which enabled the investor confidence glow even after a fallout on reality prices. Hence, post securing the investors through the establishment of escrow account, the Real Estate Regulatory Authority (RERA) in conjunction with the Dubai Land Department (DLD) focused on securing this caucus as an exemplary form of a public-private partnership.

Nonetheless, the legal standings on the concept of a force majeure are actually well defined in all contracts of the developers. Be it Emaar, Nakheel, Damac, HYDRA or Dubai Properties, all developers define this clause amicably in their contracts. Article 273 provide the legal framework for Force Majeure, but fortunate enough for all the investors, that the "Act of God" clause is explained thoroughly through the French Civil law doctrine, repeatedly applicable to disasters, accidents, earthquakes, climatic changes, volcanic eruptions, and unprecedented



events which may take over the situation without consent. A pandemic is not necessarily explained in this scenario, but for this matter to commence, the doctrine of precedence will apply. A good example can be of the English Common Law jurisdictions of Asia, like the laws of Far Eastern Countries for example, the existence of a law on the handling of epidemic situations, such as the infectious diseases act of 1977 in Singapore, Malaysia's infectious disease Prevention Act 1988 and the pro infectious diseases act 2003 is proof of the legal readiness of people to deal with emergency. In all these laws, they are comprehensive details about realty issues, like construction itself and thus these countries deal with the conditions created by the epidemic, at the level of dealing with affected areas, affected people, emergency situations etc.<sup>xv</sup>

Although, Article 273 (2) alludes to arbitration and hence, if there is any facet for a renegotiation of the contract, the parties are recommended to subscribe to it immediately. But we do advise our audience, that even though a termination of the contract might be reached, the absolute liability will still cling on to the service provider, obligor, and the obligee. Hence developers might be asked to stall projects for a while, but this will be a circumstantial development. They will be obliged to develop the project once the situation goes back to normal. The investors may be issued Non-Payment orders by the court, but a force majeure in this case will be temporary. Once circumstances normalize, the legal bindings will compel all partners to a contractual agreement to complete their legal bindings.

## **AVIATION**

Another major bone of contention is the issue of airline operations. The jurisdictional body responsible for maintaining aviation rules and regulations is known as the International Air Transport Association (IATA) and International Civil Aviation Organization (ICAO). All members have affirmed a set of core principles on consumer protection that aim to strike a balance between protecting passengers while maintaining industry competitiveness and recognizing the power of the marketplace. Annexure A explains the core principles, which were developed in conjunction with the Montreal Convention 1999, and its further ratification on 31st January 2000. Nonetheless, the UAE is also amongst the 113 members who signed the MC99, as the treaty is officially referred to on official aviation forums. The UAE aviation laws

are directed through the issuance of Federal Decree No. 13 of 2000, which was published in the Official Gazette on 31st January 2000. According to the Montreal convention, damages up to a maximum claim of USD \$ 6, 600/- In the event of delayed baggage airlines are liable to pay for damages of a value approximately USD \$ 1,600. However, an airline cannot be held liable for damages/delays where it took all reasonable measures to avoid such a delay or damage, or if it was impossible for the airline to take such measures.

However, the MC 99 does not recognize any force majeure instantly for pandemics. Although latest developments may apply this case scenario but, in this case, the recent paradigm shift of ICAO is a remarkable event for legal claims. Additionally, ICAO confirmed that a vast majority of the 113 members didn't notify their disapproval of its claim plan by the 30th of September 2019, hence the revised limits that were implemented from the 28th of December 2019.

Realistically speaking, the increase the claimed amounts additional compensation is available of:

1. Limiting to US\$21,642 for death/bodily injury;
2. Limiting to US\$898 for delay claims;
3. Limiting to US\$216 for baggage claims; and
4. Limiting to US\$4/kg for cargo claims, compared to the compensation primarily recoverable under MC99.

The four categories may give some credence for an international claim, but the UAE has already been softened on the plight of stranded passengers, and as of 17th of April 2020, several flights have been flying out with outbound passengers, who were stuck in the UAE. This is certainly an unprecedented situation.

### ***Court Procedures***

Members of the public can access hearings from 8.30am each day on the Dubai Courts website, under electronic services. A pass will be granted by the hearing's clerk. However, cases of sensitive nature such as family disputes are not open to the public. Earlier this month, Abu Dhabi court officials announced they would be conducting a trial by video to ensure the wheels

of justice were not halted by Covid-19. Virtual courts are deployed to allow defendants to take part in proceedings while in custody. The remote litigation scheme allows hearings to take place online, with judges able to hear cases live before delivering verdicts. The hi-tech initiative is in line with the UAE government's stay-home strategy, aimed at limiting social interaction and helping to limit infections. All parties involved in hearings – defendants, complainants, and legal counsel – can access a live video link.<sup>xvi</sup>

### ***Issuance of POA***

The latest circular issued by the Notary Public in Dubai confirmed that due to COVID-19 all legalization/notarization services would cease up until late April 2020, across all branches in the UAE. Hitherto, it has been confirmed that certain Notary Public services may be conducted remotely.<sup>xvii</sup>

The following Notary Services can be conducted remotely:

- i) Power of Attorney notarization.
- ii) Notarization of legal notices.
- iii) Acknowledgments.
- iv) Notarization of Local Service Agent Agreements.
- v) Notarization of Memorandums of Association and addendums thereto for civil companies.

Other services related to commercial companies' memoranda and addenda have been transferred to Dubai Economy and are no longer notarized by the Dubai Notary Public. The remote working time for the Dubai Notary Public range from 8am till 4pm Sundays to Thursday's. To enable this service requires a subscription to the UAE based communication App, BOTIM and the Notary office will contact the principal to the document through a video connection to establish identity and knowledge of the document which must be sent to the Dubai Notary Public's official email address in a pdf format with an approved reference to the remote signing on the bottom of each page. Hence, the implication of the Smart Dubai Department helped many stranded transactions in the UAE.

## UAE LABOUR LAWS

Early on during the crisis, on March 26, 2020, the UAE Minister of Human Resources and Emiratization (MOHRE) issued a guidance (Ministerial Order 279; the “Order”) with the purpose of stabilizing employer-employment relationships during the period of the precautionary measures in force to curb the spread of COVID-19. This Order remains in effect as of the date of this article. It directly addressed the practical aspects of attending to the economic needs of non-national employees whose working hours were reduced and/or were unable to work due the government shutdown, as well as those who could not repatriate as airports were closed.

The Order set out a series of steps an employer may utilize which include implementing a remote working system, granting paid and/or unpaid leave, temporarily and permanently reducing salary during the period of application. Each of these steps required employee consent. Further, the Order created a Virtual Labor Market and required employers to register their surplus employees on this government-created portal so that such employees may be in a position to secure other employment, or until they were able to leave the country.

### *Virtual Labour Market*

The UAE was quick to determine a remedy for remotely working employees of the labour market by issuance of the latest Ministerial Resolution No. (279) of 2020

This Ministerial resolution ratifies Federal Law No. (1) of 1972 and the Federal Law No. (8) of 1980. The five distinct points evolving through the clauses of this resolution are as follows:

- i. Implementing the telecommuting system.
- ii. Granting the employee, a paid leave.
- iii. Granting the employee leave without pay.
- iv. Reducing the employee’s wages temporarily during the period referred to.
- v. Reducing the employee’s wages permanently<sup>xviii</sup>

Hence, this remote transformation gave birth to another idea of the Ministerial Resolution No. (281) of 2020, which covered rules pertaining to the industrial infrastructure and labour

rules for essential services. Both regulations are promulgated for the expat population of the UAE making 'work at home' regulated

### ***How can Residents comply with the various Rules & Regulations?***

Hitherto, vast majority of the UAE residents are served a 'Stay home notice (SHN)' for efforts to curb the ongoing spread of the pandemic. These rules and regulations helped a great deal in residents been facilitated to arrange their efforts while functioning remotely. Nonetheless, the compliance of these rules and regulations should be adopted to avoid any sort of fines by the Authorities. Hence all residents have been facilitated by Government. Hence, the new version of the virtual labour market is an innovative platform for providing employment services to job seekers and companies in accordance with the artificial intelligence (AI) system, according to MOHRE. The use of AI will ease the process of matching the requirements of the jobs announced by UAE companies with the job seekers' profiles, created and uploaded on the website in an interactive manner. The virtual labour market is easy to use as it was designed in such a manner that simplifies the job seeker's journey to search for a job that suits his capabilities and skills. Similarly, if you plan to seek legal advice, your attorneys can be available via social media platforms. If you want to witness a court proceeding, then an audio-visual option is available for you via Dubai Courts Website. Furthermore, if during these times, you want to purchase or sell a commercial entity, the Dubai Department of Economic Development will avail you of all the services and an entire transaction can be conducted online without hassle.<sup>xix</sup>

### ***What are the Key Considerations for Application of these Services?***

The foremost consideration is the ongoing pandemic, and all measures are undertaken to curb the outbreak to its fullest. Nonetheless, the key considerations apart from accommodating the regular employees is also to impart it for the weak, disabled, elderly, ladies who are pregnant, school going, children and even the patients of COVID-19, who are admitted to the local facilities and been physically quarantined. Hence, it is an irony that many people did not take these measures seriously. Hence it created a chaos in the beginning, but as we have progressed through this lockdown, the audiences are more alerted to these new regulations.

## **THE ACTUAL COMPARISON BETWEEN PRE-PANDEMIC AND POST-PANDEMIC LAWS OF THE UAE**

The 2019 Novel Coronavirus (COVID-19) continues to spread across the world, governments are actively working with global and local health authorities to implement nationwide measures to help curb transmission and mitigate virus-related risks as well as offer relief for businesses and individuals in these challenging times. In response, businesses and government institutions across the UAE are taking necessary action to minimize the impact of the pandemic on their operations, workforce and supply chains, in order to ensure that business — to the extent possible and subject to health and safety regulations — continues as usual.

### ***Onshore Courts***

The process for registering new civil claims has not changed. However, in light of the prevailing circumstances, the procedures generally followed to serve a claim on a defendant/respondent have been put on hold, i.e., respondents/defendants will not be notified of the claim or application filed against them until further notice.

Although the position is unclear at present, it appears that hearing dates will not be set for any new civil claims, until further notice. For the time being, all ongoing civil proceedings have been adjourned/postponed to a later date.

Similarly, courts have temporarily suspended the issuance of certificates and personal status documents (e.g., marriage/divorce certificates) until 16 April 2020.

The temporary suspension of court hearings is a precautionary measure against the spread of COVID-19. Hearings into urgent matters, criminal cases and appeals involving inmates and detainees shall continue remotely, as per an order by the Chief of the Dubai Courts. Other federal courts across the UAE are likely to adopt the same approach.

### **c. Ajman Courts**

Ajman Court suspended physical court hearings as of 22 March 2020. Court hearings in Ajman since then are being held remotely via virtual courtroom facilities and e-Trials, which the Ajman Courts already had in place before the COVID-19 outbreak. Although not confirmed,

the same suspension seems to apply to all Federal Courts (being the Courts of Ajman, Fujairah, Sharjah and Umm Al Quwain).

**d. Abu Dhabi Courts**

By order of His Highness Sheikh Mohamed bin Zayed Al Nahyan on 23 March 2020, the Abu Dhabi Judicial Department has suspended all rental property eviction cases and execution procedures related to civil cases (including the capture, seizure and arrest of people; the blocking of bank accounts and the attachment over assets). The suspension, however, excludes those cases related to alimony and employment disputes. Hearings in respect of all cases that are not set for final judgment are to be suspended for not less than thirty (30) days whereas those matters which are already scheduled for a hearing within the thirty (30) days will be rescheduled and assigned new hearing dates. In the event of cases which are already reserved for judgment, the Courts will continue to render the judgments in the absence of the parties; and the parties can access the same via the online Court portal. As is the case with the Dubai Courts, the suspension applies to hearings (plus execution procedures) and the registration of all types of new claims will be operational through online means.

Those hearings before the Abu Courts which were scheduled for deliberation (and not reserved for judgment) have automatically been adjourned to dates past 19 April 2020. With regard to execution files, the Abu Dhabi Execution Courts have temporarily stayed all execution files until 19 June 2020 and hearings in respect thereof are being adjourned to dates starting 19 June 2020.

**e. Ras Al Khaimah Courts**

Pursuant to Emiri Decree No. 6 of 2020, certain execution procedures before the RAK Courts (being enforcing eviction of leased residential units, arrest of debtors, and attachment over movables, real estate, stocks and bonds) have been suspended. In addition, the Decree provides that in the event of attached monies in bank, and at the request of the person whose account is attached, the judge can issue a decision for the monthly disbursement of the amount from the seized money in order to ensure that the debtor's and his/her family's basic needs are met. Employment and personal status disputes remain to be the exception to such suspension.

RAK Courts are conducting hearings and providing judicial services via their electronic court services system, which was already operational prior to the COVID-19 outbreak. For those unsubscribed users who do not have access to the electronic court services system, the RAK Courts have provided phone numbers of relevant personnel for all court services so that judicial

services can be provided through telephone and WhatsApp communication channels, as necessary.

**f. Federal Courts**

As is the case with the Ajman Courts (which also fall under the Federal Courts' structure), other Federal Courts are also proceeding with hearings, as scheduled prior to the outbreak, albeit remotely without the parties' physical presence. Therefore, hearings are proceeding online via video conferencing facilities (BOTIM or Skype for Business). While the matter remains to be confirmed for each court under the Federal Court structure, we have had first-hand experience in attending hearings before the Sharjah Courts via Skype for Business and hearings before the Ajman Courts via BOTIM.

In the case of all courts, it should be noted that the reaction from the relevant courts, and the preventive action implemented in respect thereof, is progressing on a regular basis and is subject to change. From inquiries directed at the relevant judges and case management officers during online hearings as advised above, we understand that the Courts prefer to adjourn hearings past the respective suspension dates. Overall, parties to ongoing or future proceedings should expect delays.

***Offshore Courts***

**A. Dubai International Financial Centre Courts (DIFC Courts)**

As a consequence of the COVID-19 pandemic, the DIFC Courts have confirmed that their employees are currently operating on a work-from-home remote basis. The doors of the DIFC Courts and Registry offices are physically closed until 26 April 2020 (or pending further notice). All hearings will take place by video conference where possible. Practitioners are encouraged to use the DIFC Courts e-bundling platform for preparing and lodging hearing bundles.

**B. Abu Dhabi Global Markets Courts (ADGM Courts)**

The ADGM Court is fully operational, given its digital platform. There is no interruption to its service in the Registry and its judges are available. All filings can be submitted via its e-Courts Platform.



## CONCLUSION

2020 has seen the Federal and Emirate governments and regulators across the United Arab Emirates (UAE), the Dubai International Financial Centre (DIFC) and the Abu Dhabi Global Market (ADGM) mobilize their efforts to protect the business community from the impact of the Covid-19 pandemic. Regulators have retained momentum during the pandemic – continuing to progress important reforms and efforts to align local regimes with international standards. It is imperative to note that the current climate is not the most conducive in terms of resolving disputes. If a dispute arises our advice to all residents of the UAE, including Landlords and tenants, please try to resolve it internally though your attorney's advice. We hope for a better sustainable future for all our audiences and the UAE at large

## BIBLIOGRAPHY

- Ahmed Al-Suwaidi. (1994). *Finance of International Trade in the Gulf Volume 9 of Arab and Islamic laws series Arab and Islamic laws series: Graham & Trotman Finance of International Trade in the Gulf*. Leiden: BRILL Publishers.
- Arfah Hamzah (Wan.), Ramy Bulan. (2003). *An Introduction to the Malaysian Legal System*, Kuala Lumpur: Oxford Fajar Sdn. Bhd.
- Abu Dhabi Global Markets Court. <https://www.adgm.com/doing-business/adgm-courts/adgm-legal-framework/adgm-courts-legal-framework/> (accessed 16 April, 2018).
- B. Hunter, (2016). *The Statesman's Year Book: 1992-93*. Berlin: Springer.
- Cleveland, William L & Martin Bunton. (2009). *A History of the Modern Middle East: 4th Edition*. Colorado: Westview Press.
- Curtis J. Berger. (1983). *Land ownership and use*. Los Angeles: Little, Brown
- Chiara Formichi. (2013). *Religious Pluralism, State and Society in Asia Routledge Religion in Contemporary Asia Series*. New York: Routledge Publishers.
- Caroline Sawyer, Miriam Spero. (2015). *Succession, Wills and Probate*. New York: Routledge.

- “Dubai Court System”, e-services, <https://www.dc.gov.ae/PublicServices/MainFlow.CMSPage>. (accessed 16 April, 2018).
- IBP Incorporated, (2013). *United Arab Emirates Country Study Guide Volume 1 Strategic Information and Developments*. Dakota Dunes: Int'l Business Publications.
- IBP Incorporated, (2014). *UAE Insolvency (Bankruptcy) Laws and Regulations Handbook - Strategic Information and Basic Laws*, Washington DC: Int'l Business Publications.
- Ibrahim Abed, Peter Hellyer, (2001). *United Arab Emirates: A New Perspective*. Cape Town: Trident Press Limited.
- Martin Goodman, (2008). *Rome and Jerusalem: The Clash of Ancient Civilizations*. New York: Knopf Doubleday Publishing Group.
- Muḥammad ibn Rāshid Āl Maktūm. (2013). *Flashes of Thought: Inspired by a Dialogue at the Government Summit 2013*. Dubai: Motivate Publishing Limited.
- Melodena Stephens. (2017). *UAE: Public Policy Perspectives Actions and Insights - Middle East North Africa*. Bingley: Emerald Group Publishing.
- Martin Lau, (2006). *The Role of Islam in the Legal System of Pakistan Volume 9 of The London-Leiden series on law, administration and development*. LEIDEN: BRILL Publishers.
- Michael Grose, (2016). *Construction Law in the United Arab Emirates and the Gulf*. New York City: John Wiley & Sons.
- Nathan J. Brown. (2002). *Constitutions in a Nonconstituitional World*. New York: State University of New York Press.
- Rand McNally and Company. (1905). *Rand McNally and Company*. (Chicago: Rand McNally & Company, 1905).
- Roman Tomasic. (2016). *Insolvency Law in East Asia*, New York: Routledge.
- Sharon Ling, *Federal Court Rules Jurisdiction to Hear Apostasy Cases Lies with Syariah Court*, STAR ONLINE (Feb. 27, 2018).
- Wan Zulkifli Wan Hassan, Jamsari Alias, Nazri Muslim, Nasruddin Yunos and Azizi Umar. *The Practice of Interfaith Inheritance Distribution in Malaysia: An Analysis of*

*its Fatwa. Middle-East Journal of Scientific Research* 22 (3): 464-469, 2014.

Retrieved 18<sup>th</sup> April 2009.

## ENDNOTES

<sup>i</sup> Donald Charrett, *The International Application of FIDIC Contracts: A Practical Guide*. Taylor & Francis: London, 2019, 39

<sup>ii</sup> Viktor Gorgennder. *A Strategic Analysis of the Construction Industry in the United Arab Emirates: Opportunities and Threats in the Construction Business*. (Hamburg: Diplomica Verlag, 2011), 54.

<sup>iii</sup> Nurmohamed, Rehanna. "Shari'a Law and Its Impact on the Development of Muslim and Non-Muslim Business Relations in the United Arab Emirates: " *Law and Development Review*, vol. 13, no. 2, 2020, pp. 443-472. <https://doi.org/10.1515/ldr-2020-0052>

<sup>iv</sup> Michael Grose, (2016). *Construction Law in the United Arab Emirates and the Gulf*. New York City: John Wiley & Sons, 81.

<sup>v</sup> Ibrahim Abed, Peter Hellyer. *United Arab Emirates: A New Perspective*. (Cape Town: Trident Press Ltd, 2001), 145.

<sup>vi</sup> Michael Grose, (2016). *Construction Law in the United Arab Emirates and the Gulf*. New York City: John Wiley & Sons, 19.

<sup>vii</sup> Abdulrahman S. Alsharhan, Zeinelabidin E. Rizk, *Water Resources and Integrated Management of the United Arab Emirates*. New York: Springer Nature, 2020,77.

<sup>viii</sup> <https://www.ilo.org/dyn/natlex/docs/ELECTRONIC/11956/69376/F417089305/ARE11956.pdf>

<sup>ix</sup> <https://www.mrllp.com/alert-force-majeure-clauses-in-commercial-real-estate.html>

<sup>x</sup> <https://www.mlaw.gov.sg/covid19-relief/relief-for-tenants-unable-to-vacate-premises>

<sup>xi</sup> <https://www.incegd.com/en/news-insights/mediation-united-arab-emirates>

<sup>xii</sup> IBP Incorporated, *United Arab Emirates Country Study Guide Volume 1 Strategic Information and Developments*, (Dakota Dunes: Int'l Business Publications, 2013), 64.

<sup>xiii</sup> *International Journal of Accounting Research*. "What Caused the Failure of Lehman Brothers? Could it have been Prevented? How? Recommendations for Going Forward," Page 1. Accessed Dec. 18, 2020.

<sup>xiv</sup> <https://www.investopedia.com/articles/economics/09/lehman-brothers-collapse.asp>

<sup>xv</sup> Osman, Noor & Mohd Hassan, Fareed. (2021). COVID-19 as a National Security Issue in Malaysia: A Comparison with the Italian and Australian Perspectives. *Academic Journal of Interdisciplinary Studies*. 10. 261-272. 10.36941/ajis-2021-0115.

<sup>xvi</sup> <https://www.tamimi.com/law-update-articles/an-overview-of-uae-court-procedure/>

<sup>xvii</sup> <https://iclg.com/briefing/11392-why-expats-in-the-uae-should-have-a-power-of-attorney>

<sup>xviii</sup> <https://careers.mohre.gov.ae/>

<sup>xix</sup> <https://www.mohre.gov.ae/en/home.aspx>