

Arbitration Dispute, Case Number 500/2019, Ajman, UAE.

Date: 27-09-2021.

Ref. AJM-500-2019-06.

IN THE MATTER OF AN ARBITRATION

Case No. 500/2019 Ajman, UAE

ARBITRATION BETWEEN

Mr. Akram John

(Claimant)

-AND-

M/s Sweet Homes Holdings

(Respondent- 1).

(Claimant and Respondent being referred to as the "Parties")

SUBJECT: INVITATION FOR FIRST ARBITRATION MEETING

Dear All Parties,

TRIBUNAL

ENG. MOHAMAD BASEL AL NAJJAR

(CHAIRMAN).

MRS SOUAD AL SAISI

(CO-ARBITRATOR).

DR. MOSTAFA SAID AL AZRAQ

(CO-ARBITRATOR).

This is to inform you are invited to attend the First Arbitration Meeting, and the meeting will be conducted online via Video Conference APP. On Saturday, 02-10-2021, at 11:30 am.

Both parties are requested to submit a valid Power of Attorney to the Chairman, on/ or before the meeting.

Meeting link shall be sent to you via email.

Meeting Agenda:

The parties shall discuss the following topics:

- RULES OF ARBITRATION, CONSTITUTION OF THE ARBITRAL TRIBUNAL, AND ITS JURISDICTION**
Constitution of the Arbitral Tribunal, and its jurisdiction.
- SEAT OF ARBITRATION, APPLICABLE LAW, AND ARBITRATION LANGUAGE**
 - Seat Of Arbitration:**
 - Applicable Law:**

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Language of Arbitration:

Documents exchange schedule as follow:

Date	Party/Arbitral Tribunal	Description	Remarks
..../..../2021	Claimant	Statement of Case	
..../..../2021	Respondent	Statement of Defence	
..../..../2021	Claimant	Rejoinder (R1)	
..../..../2021	Respondent	Reply to R1	

Translations

- As per the agreement of the Parties (article 19 of the contract), the language of the proceedings shall be English. As a consequence, all Parties' submissions, correspondence, witness statements and expert reports (if any) as well as all correspondence, orders and awards issued by the Tribunal shall be drafted in English.
- The Parties accepted that the proceedings started in Arabic Language that included the preliminary meeting and the preliminary Tribunal correspondence, and that accepted is till the date of Chairman signature of the Letter of Acceptance.
- All new submissions, letters, procedural orders, hearings, reports,....etc.... in this proceeding shall be in English, and that included the AWARD.
- The Claimant will bear the costs of translation of the AWARD, and that is not part of the Arbitrators fees.

3. The Arbitration Deed (the Arbitration Agreement)

- The Parties did not sign a separate Arbitration Deed or agreement.
- The Parties has an arbitration condition (which is article 19 totally copied in item 2 above) included in the sales and purchase agreement which they sign it.
- The Parties attended the first meeting and co-operated with the Tribunal without objection, that mean they did not challenge the existing of arbitration agreement.

Thanking you,

Tribunal Chairman

Signature

Engr. Mohamad Basel Al Najjar

