Interim Relief in ADGM Arbitrations

When the law of the seat takes priority

Guidance from A30 v E30



Author

This publication was written by

***Merline D'Souza**, Senior Associate at Alsuwaidi & Company*

Date

November 2026

Preface

The decision in A30 & Others v E30 & Others [2025] ADGMCA 0003 considers whether parties to an ADGM-seated arbitration under the LCIA Arbitration Rules 2020 may obtain a worldwide freezing order under section 31 of the ADGM Arbitration Regulations 2015 without first obtaining the tribunal's authorisation under Article 25.3 of the LCIA Rules.

The Court of Appeal confirmed that the mandatory provisions of the Arbitration Regulations prevail over procedural restrictions in the institutional rules. The decision is particularly relevant where an application must be made without notice to prevent assets from being dissipated, while preserving the statutory limits on court intervention in arbitration.



About Alsuwaidi & Company

Founded in 1997, Alsuwaidi & Company is a full-service UAE law firm with offices in Dubai, Abu Dhabi and Sharjah.

The firm advises local, regional and international clients across a broad range of contentious and non-contentious matters, representing clients before UAE courts and arbitral tribunals.

Its multilingual team combines experience across civil and common law jurisdictions and advises on disputes involving the UAE's onshore courts, the DIFC Courts and the ADGM Courts. The firm's work spans commercial litigation, international arbitration, enforcement of judgments and awards, and cross-border disputes, allowing it to support clients at each stage of a dispute.

Our Dispute Resolution Practice

Alsuwaidi & Company advises and represents clients in complex commercial disputes, arbitration proceedings, challenges to arbitral awards, and the recognition and enforcement of awards and judgments. The team's work spans the UAE's onshore courts, the DIFC and the ADGM, including disputes with cross-border and multi-jurisdictional dimensions.

Key Lawyers



Mohammed Alsuwaidi
MANAGING PARTNER

alsuwaidi@alsuwaidi.ae

A leading figure in UAE litigation and arbitration, and an experienced arbitrator. He brings extensive experience in complex disputes and strategic representation before UAE courts and arbitral tribunals.



Reda Hegazy
PARTNER

reda.hegazy@alsuwaidi.ae

Specialises in complex commercial, banking and construction disputes. He leads high-stakes disputes and enforcement matters involving substantial commercial interests.



Merline D'Souza
SENIOR ASSOCIATE

merline@alsuwaidi.ae

Her practice focuses on arbitration and litigation, including procedural challenges, international arbitration, and the recognition and enforcement of arbitral awards and judgments before the UAE's onshore and offshore courts.



Rajiv Suri
SENIOR ASSOCIATE

r.suri@alsuwaidi.ae

Advises on commercial contracts, intellectual property and corporate matters. He also assists clients with disputes involving contractual rights and related enforcement considerations.

1. Summary

This article examines A30 & Others v E30 & Others [2025] ADGMCA 0003 and the relationship between section 31 of the ADGM Arbitration Regulations 2015 and Article 25.3 of the LCIA Arbitration Rules 2020. It considers the Court of Appeal's approach to mandatory law of the seat, the circumstances in which the tribunal may be unable to provide effective relief, and practical considerations for urgent applications.

2. Key Principles at a Glance

Mandatory law: Section 31 of the ADGM Arbitration Regulations is mandatory and prevails over inconsistent procedural restrictions in the LCIA Rules.

Court assistance: The ADGM Court may grant interim measures where the statutory requirements are met, including where an application must be made without notice.

Evidence of urgency: Applicants must explain the risk of dissipation and why the tribunal cannot provide effective protection in the circumstances.

3. The Background

The question on appeal in A30 & Others v E30 & Others [2025] ADGMCA 0003 was whether the appellants, who are parties to an arbitration under the LCIA Arbitration Rules 2020 (the "LCIA Rules") seated in the Abu Dhabi Global Market ("ADGM"), could obtain a worldwide freezing order under section 31 of the ADGM Arbitration Regulations 2015 (the "Arbitration Regulations") without first obtaining authorisation from the tribunal under Article 25.3 of the LCIA Rules.

The Court confirmed that the mandatory provisions of the ADGM Arbitration Regulations 2015 prevail over procedural restrictions in the LCIA Arbitration Rules 2020.

The decision is particularly relevant where an application must be made without notice to prevent assets from being dissipated. It confirms that the Court can provide protection where the tribunal cannot act effectively, while preserving the statutory limits on court intervention in arbitration.

The dispute arose from financing arrangements for a development project. A consortium of banks, led by A30, provided facilities that included performance and retention guarantees. The arrangements required project receipts to be paid into a designated collection account with A30.

Following enforcement of the guarantees through the Abu Dhabi onshore courts, A30 sought reimbursement from the respondents. No payment was made, and the banks commenced LCIA arbitration. Although the agreements originally provided for a seat in Abu Dhabi, the parties subsequently agreed that the arbitration would be seated in ADGM.

The banks had already sought interim relief from the tribunal. An initial application was refused, but, following further evidence of a settlement, the tribunal ordered that payments by the project counterparty be made into the collection account.

The banks later obtained evidence of proposed instructions directing other project-related payments to accounts in Bahrain and Turkey. They applied to the ADGM Court for a worldwide freezing order.

4. The Court of First Instance Decision

The difficulty arose under Article 25.3 of the LCIA Rules. Article 25 deals with interim and conservatory measures. Article 25.3 provides:

> *"A party may apply to a competent state court or other legal authority for interim or conservatory measures that the Arbitral Tribunal would have power to order under Article 25.1: (i) before the formation of the Arbitral Tribunal; and (ii) after the formation of the Arbitral Tribunal, in exceptional cases and with the Tribunal's authorisation until the final award…."*

Before the tribunal is formed, this provision permits applications to a competent court for interim or conservatory measures. After its formation, it permits such applications in exceptional cases and with the tribunal's authorisation. The banks had not obtained that authorisation.

The judge accepted that there was a serious issue to be tried and a real risk of dissipation. He nevertheless considered that granting relief would not be just because the application breached the parties' agreement to follow the LCIA Rules.

5. The Court of Appeal Decision

The Court of Appeal approached the issue through the law of the seat. Under section 9 of the ADGM Arbitration Regulations, the provisions identified in Schedule 2 are mandatory and apply "notwithstanding any agreement to the contrary". Section 31, which governs the Court's power to order interim measures, is expressly included in that Schedule.

Section 31(1) permits applications for interim measures before or during arbitration, and section 31(2) gives the Court the same interim powers in relation to arbitration as it has in court proceedings. Section 31(4) provides for urgent orders to preserve assets. These provisions form part of the legal framework within which the parties' chosen procedural rules operate.

The LCIA Rules also recognise that framework. Article 14.2 provides that "the Arbitral Tribunal shall have the widest discretion to discharge these general duties, subject to the mandatory provisions of any applicable law". The tribunal's discretion is therefore subject to the mandatory provisions of applicable law.

The Court did not need to adopt a strained interpretation of Article 25.3 to accommodate the application. Its reasoning was that the contractual rules must operate subject to the mandatory law of the seat. A party relying on that law in circumstances permitted by section 31 could not be treated as acting in breach of contract merely because prior tribunal authorisation had not been obtained.

6. Why the Tribunal Could Not Act Effectively

The mandatory nature of section 31 does not give parties unrestricted access to court relief. The requirement was met here because the application needed to be made without notice. Alerting the respondents could have prompted the very dissipation the banks sought to prevent. The tribunal could not grant the requested interim measures without giving the affected parties notice and therefore could not provide effective protection in those circumstances.

The distinction matters. A tribunal may have the power to preserve assets and still be unable to act effectively where the procedure it must follow would undermine the relief sought. The need for court assistance depends on that practical difficulty; urgency alone does not remove the requirement to satisfy section 31(6).

The appeal was allowed, and a worldwide freezing order was granted up to USD 250 million. Because A30 alone provided the required undertakings, the order was made for its benefit only.

7. Practical Considerations

For counsel, the decision makes the explanation for approaching the Court directly particularly important. An application should identify the threatened movement of assets, explain why protection is needed urgently, and address why the tribunal cannot provide effective relief. Where notice would defeat the application, the evidence should explain that risk specifically.

The prior applications to the tribunal also deserve attention. They show why counsel should distinguish the protection already sought or obtained in arbitration from the protection now required from the Court. An application should explain what has changed and why the existing arbitral process cannot address the present risk effectively.

For parties selecting ADGM as their seat, the judgment illustrates the importance of considering the Arbitration Regulations alongside the institutional rules. The rules govern the agreed procedure within a statutory framework that preserves the Court's supporting powers. Those powers can be decisive where assets may otherwise disappear before an award can be enforced.

8. Conclusion

A30 confirms that an agreed requirement for tribunal permission cannot prevent the Court from exercising its mandatory powers where the statutory conditions are met. Its practical significance lies in preserving access to effective interim protection while leaving the underlying dispute for determination in arbitration.

About the Author:

Merline D'Souza is a UAE-based dispute resolution lawyer with over 12 years' experience in international arbitration and litigation. She advises on complex maritime, commercial and construction disputes under DIAC, ICC, LCIA, ADCCAC and UNCITRAL rules, with experience before the UAE onshore courts, DIFC Courts and ADGM Courts. Her practice covers interim relief, vessel arrests and award enforcement. She was part of Alsuwaidi & Company's Maritime & Transport Team of the Year at the LexisNexis Middle East Legal Awards 2025 and has published on arbitration and UAE law.



Merline D'Souza
SENIOR ASSOCIATE

merline@alsuwaidi.ae

Contact

For advice on interim relief in ADGM arbitrations, including urgent applications to protect assets and the powers of the ADGM Courts, please contact Merline D'Souza at merline@alsuwaidi.ae or visit www.alsuwaidi.ae.

Our Geographical Reach



Dubai

252 Emarat Atrium Building
Sheikh Zayed Road
PO Box 300, Dubai UAE

P +971 4 321 1000
E info@alsuwaidi.ae

Abu Dhabi

1001 B Blue Tower
Khalifa Street
PO Box 591, Abu Dhabi UAE

P +971 2 626 6696
E abudhabi@alsuwaidi.ae

Ajman

602 ACCI Tower
Sheikh Humaid Bin Rashed Road
PO Box 227, Ajman UAE

P +971 6 742 1333
E ajman@alsuwaidi.ae