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Case No: CL-2025-000520

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMMERCIAL COURT

Royal Courts of Justice, Rolls Building
Fetter Lane, London, EC4A 1NL

Date: 26 February 2026

Before :

MR JUSTICE MICHAEL GREEN

Between :

CLYDE & CO LLP **Claimant**
- and -
MR ABHIMANYU JALAN **Defendant**

Mr Charles Béar KC (instructed by **Addleshaw Goddard LLP**) for the **Claimant**
Ms Diya Sen Gupta KC and **Ms Marlana Valles** (instructed by **Fox Williams LLP**) for the
Defendant

Hearing dates: 18 – 19th February 2026

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This judgment was handed down remotely at 10.00am on 26 February 2026 by circulation to the parties or their representatives by e-mail and by release to the National Archives on 17 March 2026.

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Mr Justice Michael Green:**Introduction**

1. This is an application dated 18 November 2025 brought by the Claimant, Clyde & Co LLP (“**Clyde**”), the well-known global law firm, for an anti-suit injunction (“**ASI**”) against the Defendant, Mr Abhimanyu Jalan, a corporate lawyer employed by Clyde’s Middle East Regional Office (“**MERO**”) in Dubai. The application is brought pursuant to section 37 of the Senior Courts Act 1981 in relation to proceedings begun by Mr Jalan against Clyde concerning the terms of his remuneration in the Dubai Labour Court (“**Dubai Proceedings**”). Clyde says that the Dubai Proceedings have been brought in breach of an English arbitration agreement contained in Mr Jalan’s contract of employment.
2. There has been a certain urgency to delivering this judgment as the Dubai Proceedings have continued at pace and the parties were notified by the Dubai Labour Court that the matter was “*set for judgment on the hearing dated 02/03/2026*”. No one seems entirely clear whether the Dubai Labour Court will be issuing a final judgment in the Dubai Proceedings then or whether it will be a more limited judgment, say on Clyde’s jurisdiction challenge, or whether there will be some other action such as the appointment of an expert.
3. I should say that Mr Jalan brought his own cross-application against Clyde under CPR r.11(1) disputing this Court’s jurisdiction to hear this ASI claim as his position is that there is no valid arbitration agreement. Very limited submissions were made in relation to that application and it seems to me that it is unnecessary to consider it separately, as it involves the same arguments as on Clyde’s application.
4. On the face of it, Clyde’s application is straightforward. It says there is a clear arbitration agreement governed by English law within the terms of employment signed up to by Mr Jalan in 2006 when he became the equivalent of a partner in the firm. As it is an English law arbitration agreement, something which all partners are bound by, it is irrelevant that the agreement may be invalid or unenforceable under foreign law, in this case, United Arab Emirates (“**UAE**”) labour law, applicable to Mr Jalan’s employment in Dubai. Therefore, Clyde says that the arbitration agreement should be enforced by the English Court, to hold Mr Jalan to the bargain he entered into and there is no good reason why it should not be enforced.
5. Mr Jalan’s primary position is that there is no arbitration agreement binding on the parties governing the present dispute because any such agreement would have either been displaced, superseded or rendered inoperative by the wording of the agreement itself, or other parts of the employment contract that put it in conflict with the mandatory UAE labour law regime (“**UAE Labour Law**”), including rendering arbitration agreements in employment contracts void. Even if he is wrong about that, Mr Jalan also says that, as UAE employment disputes must be resolved by the Dubai Labour Court in this case, it renders this dispute non-arbitrable as a matter of English law. And as a final fallback point, Mr Jalan says that the discretion should be exercised against the grant of an ASI because in the circumstances it would not be just or convenient.

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6. I had the benefit of the helpful written and oral submissions from: Mr Charles Béar KC on behalf of Clyde; and Ms Diya Sen Gupta KC, leading Ms Marlana Valles, on behalf of Mr Jalan.

Factual Background

(a) The Parties

7. Clyde has offices around the world but is headquartered in London. It incorporated as a Limited Liability Partnership on 5 March 2007. Before then it was a partnership under the Partnership Act 1890. It has always recognised two classes of partner: “Equity Partners” who became “Equity Members” under the Members’ Agreement entered into on incorporation as an LLP; and “Senior Equity Partners”, later “Senior Equity Members”. The latter are what were traditionally called “equity partners”.
8. Mr Jalan was born in India. He is a Canadian citizen. He is a qualified lawyer in India (1993, advocate), Ontario, Canada (1995, barrister and solicitor) and England and Wales (2003, solicitor). Since 2004, he has lived and worked for Clyde in Dubai. He is a resident of the UAE and domiciled there.

(b) The Contract of Employment

9. On 18 March 2004, Mr Jalan was offered employment by Clyde’s MERO to work in the Dubai office as an Overseas Manager in the corporate department. The contract, contained in an offer letter dated 18 March 2004, set out the terms of his employment, including his salary, profit-share bonus and personal bonus. That letter made clear that the employment contract was governed by UAE law. It attached what it described as a “*Ministry of Labour & Social Affairs contract...to be signed by both parties and registered with the UAE Ministry of Labour & Social Affairs*”. Mr Jalan said that he always understood that his employment was governed by UAE law. There was no negotiation over the terms, save for the financial figures. There was no arbitration agreement in respect of this employment contract.
10. On 8 September 2006, Mr Jalan was promoted to the position of Senior Overseas Manager in MERO with effect from 1 May 2006. While Clyde maintains that a Senior Overseas Manager is the equivalent of a Senior Equity Partner/Member, Mr Jalan has never been a partner or member of Clyde.
11. The documents at the heart of the present dispute comprising the contract of employment are as follows:
 - (1) A letter dated 8 September 2006 from MERO to Mr Jalan setting out the terms of his employment (the “**Terms letter**”); this was signed Mr Jonathan Silver on behalf of MERO and countersigned by Mr Jalan;
 - (2) An Annex to the Terms letter containing further provisions in relation to Mr Jalan’s employment, such as in relation to confidentiality, removal, suspension, garden leave and restrictive covenants (the “**Annex**”);

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- (3) A letter dated 8 September 2006 signed by Mr Silver to Mr Jalan setting out the basis upon which his remuneration and bonus would be calculated (the “**Remuneration letter**”);
- (4) A further letter dated 8 September 2006 from Clyde’s CEO, countersigned by Mr Jalan, setting out certain terms of Mr Jalan’s employment that made him the equivalent of a partner or member of Clyde (the “**Partner Equivalent letter**”);
- (5) To comply with UAE law and the terms of MERO’s licence to operate in Dubai, and for the purposes of preserving Mr Jalan’s immigration status, Clyde and Mr Jalan signed and executed employment contracts from time to time in Dubai and these were filed with the UAE Ministry of Human Resources of Emiratisation (“**MOHRE**” and the “**MOHRE contracts**”).
12. Clyde disputes that the MOHRE contracts have any contractual effect. Mr Béar KC submitted that they were just pieces of paper that had to be filed with MOHRE to ensure that Mr Jalan could continue to work in Dubai. He said that they reflect part of the employment contract but are not relevant to the issue to be decided here in the English Court. Ms Sen Gupta KC, by contrast, submitted that these are a very important part of Mr Jalan’s employment contract and therefore impact on the correct interpretation of that contract, in particular whether there is a binding arbitration agreement within it. This will be explored further below after looking a bit more closely at the relevant terms of the above five documents.

(1) The Terms letter

13. The Terms letter starts off by saying: “*This letter sets out the terms and conditions of your employment by Clyde & Co’s Middle East Regional Office (“MERO”) following your promotion to Senior Manager. This letter and the annexed provisions form your contract of employment.*” The “*annexed provisions*” is the Annex.
14. At cl.3 of the Terms letter Mr Jalan’s remuneration was set out:

“Your remuneration will be the UAE Dirham (“AED”) equivalent of GBP12,000 per Gregorian calendar month payable monthly in arrears on the last working day in each month. You will also receive a bonus which will be determined based on the overall performance of the firm and your individual achievement throughout the year. Your remuneration will be subject to review in May each year. Your remuneration is inclusive of terminal gratuity under the UAE Labour Law. At 30 April in each year you will be required to confirm in writing that the amounts received are inclusive of any and all entitlement you may have to terminal gratuity under the UAE Labour Law.”

There is therefore explicit reference to UAE Labour Law indicating that such Law applies to the contract and an intent to comply with it.

15. The arbitration agreement relied on by Clyde is contained in cl.12 of the Terms letter, but it is in curious form. It reads as follows (emphasis added):

“The terms of your employment as set out in this letter will be governed by UAE law No 8 of 1980 as amended and in the event of any dispute arising under this

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agreement, it shall be referred to the decision of a sole Arbitrator sitting in London whose identity is to be agreed between the parties and in default of agreement to be nominated by the President for the time being of the Law Society of England and Wales.”

16. Therefore within the single sentence of cl.12, there is an agreement that current UAE Labour Law applies to the contract of employment which, as we shall see, includes rendering an arbitration agreement void, followed by an English law arbitration agreement. Mr Béar KC submitted that the two parts are severable and there is no problem with having different laws governing different parts of an agreement, in particular where there is an arbitration agreement.

(2) The Annex

17. The Annex is headed “*PROVISIONS ANNEXED TO AND INCORPORATED IN CONTRACT OF EMPLOYMENT BETWEEN [MERO] (THE “EMPLOYER”) AND [Mr Jalan] (THE “EMPLOYEE”) A SENIOR MANAGER...The following Provisions shall be annexed to and are incorporated in the Contract of Employment made between the Employer and the Employee.*” There was a mistaken date in the Annex’s definition of “*the Employment Contract*” which said that it means: “*the contract letter dated 19 November 2005 between MERO and the Employee setting out the terms on which the Employee is employed by MERO as supplemented by this Agreement.*” While it was agreed that the date was wrong, Ms Sen Gupta KC did not accept that it should have been a reference to the Terms letter. There was also doubt as to what the “*Agreement*” was, as it was not a defined term.
18. As stated above, the Annex then set out certain provisions that Mr Béar KC submitted were intended to mirror clauses in the then partnership agreement and now the Members’ Agreement. He pointed to the provisions on removal in cl.3 of the Annex, which allowed Clyde’s Management Board to give written notice to terminate Mr Jalan’s employment for “*good cause..and/or as a matter of United Arab Emirates law*”. One of the good causes specified is that the employee has “*acted in any respect contrary to the good faith which ought to be observed between the Partners*”.
19. The Annex included its own arbitration agreement in cl.8 as follows:

"If at any time any dispute, difference or question shall arise between the parties hereto or their respective personal representatives or any of them respectively touching the construction, meaning or effect of this Agreement, the parties shall attempt to resolve the same by means of mediation but if the dispute, difference or question has not been resolved within 14 days of having been raised then such dispute, difference or question shall be referred to an arbitrator to be immediately agreed upon or in the default to an arbitrator to be appointed at the request of any party involved in the dispute, difference or question by the President for the time being of the Law Society of England and Wales which arbitrator's decisions shall be final and binding upon the parties. The provisions of the Arbitration Acts 1950 to 1996 shall apply to any such reference. Any arbitration conducted pursuant to the provisions of this clause shall be conducted in London."

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And at cl. 9 it said:

“This Agreement shall be governed by and construed in accordance with the law of England and Wales”

20. There is a clear inconsistency between the Terms letter and the Annex, in both their arbitration agreements and their governing law. That may be explicable by reference to the use of the word “*Agreement*” instead of Employment Contract, so that the above clauses 8 and 9 of the Annex are only applicable to the terms of the Annex. In any event, at the hearing of this application, Clyde has relied only on the arbitration agreement in the Terms letter and so the inconsistency with the Annex may not matter. But there is some confusion, it appears to me, as to how the contractual documents were meant to fit together.

(3) The Remuneration letter

21. The Remuneration letter did not have an arbitration agreement or governing law clause. It stated as follows:

“This letter sets out the basis on which your bonus under your employment contract in Dubai will be determined. You will be paid a balancing amount of remuneration in each year so that the total sum that you receive as salary and bonus as an employee in Dubai will be the equivalent of that to which you would be entitled if you were a senior equity partner at the same lock-step position in the firm based in the UK. In calculating your remuneration the Management Board... may take into account the factors that are applied to calculation of partner’s remuneration by operation of Additional Partners Remuneration and/or assessment by the Board. This balance will be paid to you in instalments:

- a) In a sum equivalent to tax that would be payable in the UK at the time that such sum would have been paid out for tax purposes in the UK and/or of any relevant releases of tax reserves; and
- b) At such times as persons of equivalent status in the UK receive the balance of their remuneration as determined by the Board.”

22. In somewhat compressed language the Remuneration letter appears to put Mr Jalan in the same position so far as his remuneration, including bonus, is calculated as Senior Equity Partners, now Members of Clyde. The provision at a) for Mr Jalan’s bonus to be paid gross of UK tax that would otherwise be payable by partners/members in the UK, recognises that he will not be paying UK tax.

(4) The Partner Equivalent letter

23. The Partner Equivalent letter made further provision for putting Mr Jalan on the same footing as his “*Partner Equivalent*”, meaning a “*Partner who is entitled to 46 Profit Sharing Units as defined in the Partnership Agreement current as at the date of this letter) or the equivalent thereof in any subsequent Partnership Agreement. The number of profit sharing units to which you are entitled will be reviewed each year with the expectation that this will increase by 6 per annum up to a maximum total of 100 Profit Sharing Units.*”

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24. The Partner Equivalent letter obliged Mr Jalan to make and maintain an interest-free loan to Clyde on the same terms as his Partner Equivalent. It also entitled Mr Jalan, if his employment with MERO ceased for any reason other than retirement or upon grounds for a summary termination, to be admitted as a Senior Equity Partner/Member. Mr Béar KC said that this was a significant benefit to Mr Jalan.

(5) The MOHRE contracts

25. MOHRE is the governing authority for employment regulations in the onshore, as opposed to freezone, area of the UAE, which is where Clyde operates in Dubai. It is responsible for overseeing employment contracts, paying salaries, managing employment dispute processes and ensuring compliance with employers' statutory employment obligations. All employment contracts for onshore employees must be registered in accordance with the MOHRE form of employment contract. A MOHRE contract must be entered into and registered with MOHRE before it will issue a labour card that allows the employee legally to work in the UAE.
26. There are in evidence Mr Jalan's MOHRE contracts for the period between 2021 and 2026. It appears that the law changed in 2021 requiring such contracts to be limited in time and so they appear to have been registered more frequently than before. It is unclear what was happening in relation to MOHRE contracts between 2006 and 2021, but there is in evidence the MOHRE contract for Mr Jalan's initial employment in 2004. They all appear to be in a standardised form.
27. The first thing to note about the MOHRE contracts is that they are all signed by Mr Silver on behalf of MERO and Mr Jalan. They all have a MOHRE approval stamp affixed to them. They are described as "*Employee Contract Full Work*".
28. Article (1) provides for the employee's working days and hours. Article (2) provides further details of the contract including an entitlement of both parties to give a 3-month notice of termination. (The Terms letter had a 12-month notice period.) Article (3) records the salary details but only the basic salary of 60000AED. There is no reference to Mr Jalan's bonus entitlements.
29. Articles (4) to (6) are important:

"Article (4) (Additional Terms)

Any condition that violates the provisions of Decree-Law No.33 of 2021 concerning the regulation of labour relations and the executive regulations and the relevant decisions in force in respect thereof shall be null and void;

Article (5)

The Parties are bound to abide by all the laws and regulations in the country, and to maintain public order and public decency. Imposing any of the sanctions mentioned in Federal Decree-Law on the Regulation of Labour Relations, or its Executive or implementing Decrees, shall not hinder enforcing further sanctions mentioned in other laws in case of violating such laws.

Article (6) (Declarations)

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1. The Parties hereto acknowledged that they had thoroughly reviewed and agreed to the articles stipulated herein which forms an integral part of the Employment Contract...
 2. The provisions in Federal Decree-Law No.33 of 2021 concerning the regulation of Labour Relations And Its Executive Regulations and decisions implemented shall apply.”
30. I do not see how this can be regarded as an irrelevant piece of paper that had to be registered with MOHRE to comply with UAE Labour Law and ensure that Mr Jalan’s entitlement to live and work in Dubai is protected. It forms part of the contractual relationship between Clyde and Mr Jalan, as is stated in Article (6)1. It does not preclude the other documents having contractual effect as well; they are all part of the employment contract and have to be construed together, so far as possible. The MOHRE contracts make clear that both parties are recognising that UAE Labour Law applies to the contract, that they will abide by that Law and that any condition in the contract of employment that violates that Law is null and void.

(c) Representations to Mr Jalan

31. Mr Jalan says in his witness statement that Mr Silver, the person who signed all the relevant contractual documentation in 2006 and all the MOHRE contracts that are before the Court, represented to him at the time that the arbitration mechanisms in the Terms letter were not valid and unenforceable under UAE Labour Law. Mr Jalan’s actual words in the witness statement were that, at the time of entering into the Terms letter and other documentation on 8 September 2006, Mr Silver had represented to him, and others being promoted at the same time:

“that he recognised that the arbitration mechanisms contained in the Terms Letter were not valid and were unenforceable (unless the UAE Labour Law changed). However, to achieve homogeny with the Annex (that dealt with termination and post termination restrictions that were substantively similar to the documents signed by partners of the Claimant and governed by laws of England and Wales with disputes to be resolved by arbitration), I was required to execute the suite of contractual documents with those terms included...”

Mr Jalan went on to say that he felt he had no choice but to sign the Terms letter and Annex that included arbitration agreements because these were standard form terms in respect of which he was in no position to negotiate. He said that Mr Silver’s representations were reconfirmed by Mr Matthew Gill who was the then Chief Financial Officer of MERO.

32. Clyde has attacked this evidence and invited me to disbelieve it. Extraordinarily, Mr Béar KC, presumably on instructions, in his reply submissions, accused Mr Jalan, still effectively a partner of Clyde and practising lawyer of many years standing, of lying in his witness statement in respect of which he had signed a statement of truth. I do not understand why Clyde felt the need to go so far with this serious allegation at this stage of the litigation when the evidence obviously cannot be tested.
33. Mr Richard Clayton, a partner in Addleshaw Goddard LLP, Clyde’s solicitors, has put in three witness statements on Clyde’s behalf on this application. In his second witness

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statement Mr Clayton responded to Mr Jalan's allegation concerning representations made to him in 2006. Mr Clayton said that they had contacted Mr Silver, who remains a consultant to Clyde, but that he had no recollection of the conversation with Mr Jalan. Perhaps that is not surprising, given that it was 19 years ago, but Mr Silver did not say that it did not happen. Furthermore, Mr Silver did not himself put in a witness statement to confirm his evidence. Mr Clayton said that they had not been able to contact Mr Gill.

34. Mr Clayton also opined, and this was submitted by Mr Béar KC, that the first mention of this by Mr Jalan was in his witness statement which is dated 8 January 2026. It was not mentioned in any of the correspondence in relation to this dispute that had been going on since July 2025 through their respective solicitors. Nor does it appear that Mr Jalan made any note of the conversation or recorded it anywhere, which it was submitted is surprising if he was truly being told by senior figures in MERO that a particular clause in the employment contract was unenforceable.
35. These all may turn out to be valid points and might be put to Mr Jalan in cross-examination if it ever proceeds that far. But at this stage, it must be obvious that I am bound to accept what a solicitor and officer of the Court says in a witness statement supported by a statement of truth. As a matter of fact I do not think it takes the matter very much further as I have to interpret the words of the contract without reference to what the parties' subjective intentions or understandings were.
36. Having said that, it would perhaps be unsurprising for Mr Silver to say something like that, given the advice that Clyde's own employment team in MERO appear to give to their clients. In a marginal comment to a precedent employment contract for UAE-based employees, Clyde said that such contracts must be governed by UAE law with exclusive jurisdiction for the local courts. It went on to say: "*The UAE Courts will not accept and recognise jurisdiction clauses, which provide for a foreign court or arbitration tribunal to determine employment related disputes.*" In a recent internal training session in MERO on the subject of "UAE Labour Law and DIFC Employment Law", the presentation said that: "*Cannot contract out of the Labour Law*".

(d) The Dubai Proceedings

37. The underlying dispute between Mr Jalan and Clyde concerns the level of his bonus and what was agreed in June/July 2023 between Mr Jalan and Mr Matthew Kelsall, Clyde's CEO, concerning Mr Jalan's lockstep level. Based on emails sent at the time, Mr Jalan considered that Mr Kelsall had agreed that going forward his remuneration would be at lockstep 4, which is 64 profit-sharing units ("PSUs"). Mr Kelsall believes that he was not agreeing lockstep 4 in perpetuity.
38. The current disagreement began in early July 2025. For the financial year 2022-2023 Mr Jalan had been allocated 70 PSUs. He believed that his performance merited more PSUs and he was expecting to go up to 76 PSUs for the year 2023-2024. Nevertheless the alleged agreement with Mr Kelsall was reached in July 2023 at lockstep 4 or 64 PSUs, fixed for the future, according to Mr Jalan.
39. In May 2024 Mr Jalan was given a bonus of GBP211,600 which was slightly less than he thought was due (he thought he would receive GBP223,200). However, he did not pursue this further. But in May 2025, Mr Jalan raised the point that his bonus should be

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based on lockstep 4, 64 PSUs, because of the agreement with Mr Kelsall. He had been notified that he had been reduced to lockstep 1.

40. It is clear that this is a dispute about his entitlements to a bonus which has to be calculated pursuant to the Terms letter and the Remuneration letter. The MOHRE contract made no reference to the bonus entitlement. The dispute is also about what was agreed in 2023 between Mr Jalan and Mr Kelsall.
41. As is required under UAE Labour Law, before commencing the Dubai Proceedings, the employee has to file a complaint with MOHRE. Mr Jalan did this on 17 July 2025. He was claiming the recovery of financial deductions for the period 1 May 2025 to 30 June 2025.
42. Clyde was notified of the complaint and on 22 July 2025 Mr Lee Bacon of Clyde sent Mr Jalan an email confirming receipt and its attendance at a mediation meeting fixed for the next day. Mr Bacon said in the email that Mr Jalan's engagement with the firm "*is recorded in and regulated by both your UAE employment contract*" and the Terms letter, alongside the Clyde Members' Agreement. That appears to give some force to the MOHRE contract. But it also seemed to suggest, inaccurately, that Mr Jalan had to pursue his rights under the Members' Agreement, to which he was not a party. Mr Bacon then stipulated that Mr Jalan had 48 hours to:

- “1. Confirm that you will adopt the agreed route to consider and contest your remuneration as set down in the September 2006 Contract and ancillary Members' Agreement; and

2. Confirm that you agree to be bound by that process.

Should you not provide this confirmation within the next 48 hours the Management Board reserves the right to take all available steps, including but not limited to arbitral and/or injunctive relief pursuant to article 8 of the September 2006 Contract to protect the firm's position. The rights of the firm include those in article 3.2.3 of the September 2006 contract in respect of any failure by you to act in good faith under the September 2006 contract (and ancillary Members' Agreement).”

43. The references to the September 2006 Contract appears to be to the Annex, not the Terms letter. But putting aside the errors in the email, it clearly shows that Clyde considered that it had the right, as of July 2025, to seek an ASI because of the filing of the complaint with MOHRE and the process under UAE law being commenced. It also felt that this was very urgent, requiring confirmation from Mr Jalan within 48 hours.
44. However, Clyde did not take such action then. Instead it wrote to Mr Jalan on 15 August 2025 threatening legal proceedings and stating as follows:

“The Firm is entitled, and obliged, to take all necessary steps to protect the interest of its Members and employees. Accordingly, the Firm will withhold all remuneration above and beyond your monthly salary of GBP 12,000 until we receive written confirmation that you:

- a) Will respect the arbitration agreement in the September 2006 Contract; and

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- b) Disavow any intention to bring proceedings in any forum outside of that arbitration agreement.”
45. This is a somewhat extraordinary way to treat someone who had been the equivalent of a Senior Equity Member of Clyde for 19 years. It is unclear how Clyde considers it had the right unilaterally to pay only the basic salary in Mr Jalan’s contract.
46. The correspondence then switched to the parties’ solicitors during September and October 2025. On 26 September 2025, Addleshaw Goddard on behalf of Clyde asserted for the first time that Clyde allegedly had “*serious concerns*” as to Mr Jalan’s financial performance in the year to date. Mr Jalan saw this as another form of retaliation by his employer to put pressure on him not to proceed in Dubai.
47. On 23 October 2025, Mr Jalan commenced the Dubai Proceedings. He is seeking the following, relatively modest, relief:
- (a) the outstanding portion of his basic salary for August 2025, amounting to £93,940;
 - (b) the outstanding portion of his basic salary for August 2025 in respect of the Notional Tax Component, amounting to £97,280;
 - (c) the additional bonus of £112,800 for the financial year 2024/2025; and
 - (d) confirmation of his placement at a level of PSUs and not to reduce his basic salary without his prior written consent.
48. On 27 October 2025, Clyde wrote to Mr Jalan affording him “*one final opportunity to withdraw the Dubai Proceedings and deal with the dispute in accordance with the arbitration provisions in the Employment Letter and the Annexe. Should you fail to do that prior to Wednesday’s hearing I anticipate that the Management Board will resolve to serve a Removal Notice in accordance with paragraph 3.1 of the Annexe and Clause 12.4 of the LLP Agreement terminating your employment for “good cause” on the grounds specified in paragraph 3.2.3.1 and 3.2.3.2 of the Annexe.*” Clyde was thereby threatening removal if Mr Jalan did not withdraw the Dubai Proceedings.
49. The first hearing of Mr Jalan’s claim was on 29 October 2025. That hearing was adjourned to 10 November 2025. Clyde filed submissions in the Dubai Labour Court challenging its jurisdiction to hear the dispute. Mr Jalan then filed evidence in reply on 10 December 2025.
50. The pleadings in the Dubai Proceedings have closed. And as I said above, the parties have been notified that some sort of judgment will be delivered on 2 March 2026.
51. In the meantime, Clyde issued the ASI claim on 18 November 2025, some three weeks after the commencement of the Dubai Proceedings, although it was some four months after it had first threatened proceedings in response to the complaint being lodged with MOHRE. Clyde had requested an expedited hearing of the ASI application in December 2025, but this was resisted by Mr Jalan and refused by the Court.

UAE Labour Law

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52. With permission, Mr Jalan has filed an expert report on UAE Labour Law from Mr Ammar ElBanna dated 9 January 2026. Clyde has not challenged that evidence and has not put in any expert evidence of its own. Mr ElBanna is the founder and managing partner of a law firm in the UAE called Incept Legal FZ LLC. He specialises in dispute resolution and employment matters.
53. The following is a summary of the main relevant points from Mr ElBanna's report:
- (1) The main source of current UAE Labour Law is Federal Decree-Law No.33 of 2021 and Executive Regulations;
 - (2) In relation to the onshore area of UAE (from which Clyde operates) MOHRE is the competent and exclusive governing authority for regulating and enforcing employment relationships within the UAE;
 - (3) All employment contracts for onshore employers must be registered in accordance with the MOHRE template of employment contract; salary payments are processed through MOHRE;
 - (4) Where an employment dispute arises, employers and employees in onshore areas must submit a complaint to MOHRE and it can determine the dispute in certain circumstances; this is a mandatory requirement before any claim can be made in the Dubai Labour Court;
 - (5) Where an amicable settlement is not achieved, MOHRE will refer the dispute to the Dubai Labour Court;
 - (6) Any condition that contravenes this Law is null and void unless the condition is more favourable to the employee;
 - (7) The rights prescribed by the UAE Labour Law are the minimum statutory rights of employees and, as such, they cannot be contracted out of or waived, even with the consent of the employee;
 - (8) In relation to arbitration clauses, Mr ElBanna states as follows:

“In this context, an arbitration clause that purports to exclude the application of the UAE Labour Law or to bypass the mandatory MOHRE process and the jurisdiction of the UAE labour courts in respect of statutory labour rights would, in my opinion, be considered null and void under UAE law. This is because under UAE law, employment disputes are not arbitrable.”
 - (9) These strict rules in favour of the employee are because of the public policy of protecting the weaker party in the employment relationship, where the parties' bargaining positions are inherently unequal;
 - (10) Where there are other contracts regulating the employment relationship, in addition to the MOHRE contracts, such contracts are enforceable where they are more favourable to the employee and do not contravene the mandatory provisions of UAE Labour Law;
 - (11) According to Article 4(2) of UAE Arbitration Law, arbitration is not permissible where compromise or settlement is not allowed; as employee rights under UAE Labour Law are non-waivable, it means that disputes in relation to those rights cannot be resolved through arbitration;
 - (12) There is a limited exception to the normal rule that arbitration clauses in employment contracts are unenforceable and void, where the dispute arises from a separate standalone commercial relationship between employer and employee, such as from a shareholder or investment agreement.
54. Clyde's position in relation to UAE Labour Law is that it is wholly irrelevant to the issue before the Court because the validity of an English arbitration agreement can only

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be assessed under English law. That is so, even if the proper law of the employment contract itself is UAE Law and that renders the arbitration agreement void and unenforceable.

55. But in his reply submissions, Mr Béar KC raised a completely new alternative argument on behalf of Clyde. This was that UAE Labour Law only covers the statutory minimum employment rights as set out in the MOHRE contracts, and that it is only in relation to those rights that UAE Labour Law has priority. As the other contractual documents such as the Terms letter provide for additional benefits over and above the statutory minimum protected by UAE Labour Law, an arbitration agreement covering disputes in relation to those rights, will not be void under UAE Labour Law and hence it would be enforceable.
56. Quite apart from the fact that this point was raised so late, there is no expert evidence supporting such a proposition – Mr Béar KC said that this could be extracted from Mr ElBanna’s report, but I am not so sure – and it would involve a somewhat strained construction of the arbitration agreement itself. I share Mr Béar KC’s desire to give some effect to the wording in the Terms letter but without any evidential support, I query whether that could be said to have been the true intention of the parties, particularly bearing in mind the later MOHRE contracts.

Legal Principles in relation to Anti-suit Injunctions in support of Arbitration

57. There was no real dispute as to the applicable test for the grant of an ASI. The Court has power, under s.37 Senior Courts Act 1981, to grant an ASI to enforce an English arbitration agreement and/or in relation to an exclusive jurisdiction clause of the English Court. An agreement to arbitrate disputes in a particular forum carries with it a negative obligation not to commence proceedings in any other forum and there is a long-standing practice of the English Courts to enforce that negative obligation by restraining foreign proceedings brought in breach of an arbitration agreement – see particularly *AES Ust-Kamenogorsk Hydropower Plant LLP v Ust-Kamenogorsk Hydropower Plant JSC* [2012] 1 WLR 920.
58. There is a helpful summary of the applicable principles in Jacobs J’s judgment in *AIG Europe SA v John Wood Group Plc* [2022] Lloyd’s Rep. IR 485 at [58] (endorsed on appeal [2023] 1 All ER (Comm) 381 at [10]):
- “The following principles apply equally to arbitration and jurisdiction clauses:
- (a) The touchstone is what the ends of justice require: *Emmott v Michael Wilson & Partners Ltd* [2018] 1 Lloyd's Rep 299 at [36] per Sir Terence Etherton MR.
 - (b) The Court has the power to grant an interim injunction "in all cases in which it appears to the court to be just and convenient to do so": s.37(1) of the Senior Courts Act 1981. Further, "Any such order may be made either unconditionally or on such terms and conditions as the court thinks just": s.37(2).
 - (c) The Court has jurisdiction under s.37(1) to restrain foreign proceedings when brought or threatened to be brought in breach of a binding agreement to refer

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disputes to arbitration: *Ust-Kamenogorsk Hydropower Plant JSC v AES Kamenogorsk Hydropower Plant LLP* [2013] 1 WLR 1889 (SC).

- (d) The jurisdiction to grant an anti-suit injunction must be exercised with caution: *Société Nationale Industrielle Aérospatiale v Lee Kui Jak* [1987] UKPC 12, [1987] AC 871, 892E per Lord Goff.
- (e) As to the meaning of "caution" in this context, it has been described thus in *The Angelic Grace* [1995] 1 Lloyd's Rep 87 at 92:1 per Leggatt LJ: "The exercise of caution does not involve that the Court refrains from taking the action sought, but merely that it does not do so except with circumspection."
- (f) The Claimant must therefore demonstrate such a negative right not to be sued. The standard of proof is "a high degree of probability that there is an arbitration agreement which governs the dispute in question": *Emmott* at [39]. The test of high degree of probability is one of long standing and boasts an impeccable pedigree going back to Colman J in *Bankers Trust Co v PT Mayora Indah* (unreported) 20 January 1999 and *American International Specialty Lines Insurance Co v Abbott Laboratories* [2003] 1 Lloyd's Rep 267 and has been recently affirmed on the high authority of Christopher Clarke LJ in *Ecobank v Tanoh* [2016] 1 WLR 2231 at 2250.
- (g) The Court will ordinarily exercise its discretion to restrain the pursuit of proceedings brought in breach of an arbitration clause unless the Defendant can show strong reasons to refuse the relief: *The Angelic Grace* [1995] 1 Lloyd's Rep 87; *The Jay Bola* [1997] 2 Lloyd's Rep 279 (CA) at page 286 per Hobhouse LJ.
- (h) The Defendant bears the burden of proving that there are strong reasons to refuse the relief: *Donohue v Armco Inc* [2002] 1 All ER 749 at [24]-[25] per Lord Bingham."

59. Clyde therefore has to show "to a high degree of probability" that there is a valid and binding arbitration agreement that covers the dispute in question. That is quite a high threshold. But if it so proved, there is a similarly high threshold for Mr Jalan to show "strong reasons" why, in the circumstances, the ASI should not be granted.

60. There was also no dispute that the proper law of the arbitration agreement in the Terms letter (and in the Annex) is English law. By s.6A of the Arbitration Act 1996, as amended, the law applicable to an arbitration agreement is the law of the seat of the arbitration unless expressly agreed otherwise.

The Issues

61. Mr Béar KC and Ms Sen Gupta KC put forward three issues that required determination. They were slightly different formulations but were both along the same lines. I have combined their suggestions, and added to them so as to reflect the appropriate standard of proof from the previous section. I will therefore consider the matter by way of the following three issues:

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- (1) Is there a sufficiently high probability of there being a valid and enforceable English arbitration agreement covering the dispute in question?
- (2) If so, is there a high probability that that dispute is arbitrable?
- (3) Further and in any event, would it be just and convenient to grant the ASI?

Issue (1): Is there a sufficiently high probability of there being a valid and enforceable English arbitration agreement covering the dispute in question?

62. This issue is largely about the effect, if any, of the MOHRE contracts on the arbitration agreement in the Terms letter. Mr Béar KC dismissed the MOHRE contracts as merely a record of an employment relationship between MERO and Mr Jalan and therefore that they could not affect the actual contractual relationship between the parties that is subject to an all-encompassing arbitration agreement. The words in cl.12 of the Terms letter providing for arbitration cannot be devoid of any effect and such an intention cannot be attributed to rational businessmen or lawyers entering into a commercial bargain. And whatever the status of the MOHRE contracts, Mr Béar KC submitted that foreign law, such as UAE Labour Law is irrelevant as the validity of an English arbitration agreement is purely governed by English law and the fact that such an agreement would be invalid or unenforceable in the UAE cannot affect its enforceability in England.
63. Ms Sen Gupta KC, by contrast, puts the MOHRE contracts and Mr ElBanna's expert evidence at the centre of her argument. Both the MOHRE contracts and the Terms letter make clear that UAE Law governs the employment contract and relationship between the parties and to the extent that there are conflicting provisions, including the arbitration agreement, Ms Sen Gupta KC submitted that the MOHRE contracts take priority over the Terms letter or supersede it. She said that this either happened at the time the contract was entered into on 8 September 2006 because that must have been the intention of the parties, or later when the MOHRE contracts were regularly entered into over the last 19 years.
64. I find it difficult to understand how Clyde can casually seek to relegate the MOHRE contracts to meaningless pieces of paper. In Mr Clayton's first witness statement he said as follows:

“It is wholly unrealistic to regard the documents filed with the Emirati authorities as representing the parties' actual intention rather than the formal letters signed and countersigned at the outset of the arrangement when Mr Jalan became a Senior Manager, under which both parties have conducted themselves over almost two decades, and which (unlike the Ministry documents) set out the terms which entitle Mr Jalan to receive his share of partnership profits under the lockstep provisions and to be considered for Additional Partner Remuneration. The paramount intention was for Mr Jalan to be treated as a partner equivalent and this in turn entailed him adhering to arbitration in London in the event of any dispute with the firm, as was the case for all other Senior Managers and Senior Equity Partners.”
65. This is obviously a submission by Mr Clayton as to the assumed intention of the parties in signing the various contractual documents. But it ignores the importance of what

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Clyde was agreeing to in the MOHRE contracts. As set out above, Clyde agreed with Mr Jalan, and it can fairly be said, represented to MOHRE, that: the employment contract is governed by UAE Labour Law; Clyde is complying with UAE Labour Law; and that any provision in the employment contract that violates UAE Labour Law is void. Even if Clyde had to enter into the MOHRE contracts in order for Mr Jalan and its other employees to be able to work in Dubai, that does not lessen its stated and agreed obligation to abide by UAE Labour Law, which includes litigating any employment disputes first through MOHRE and then in the Dubai Labour Courts. It further renders any arbitration agreement covering the employment relationship in the UAE void and unenforceable.

66. In the light of the significance of the MOHRE contracts and my finding that they form part of the overall contractual relationship between the parties, I must consider how the various documents fit and work together, in particular whether, on the proper construction of the contractual documents, the parties intended the English arbitration agreement to be valid and enforceable. It seems to me that this is not a question of applying foreign law to test the validity of an English arbitration agreement; nor is it a question of some sort of priority between English law and UAE law. This is about what the parties agreed both when they entered into the employment contract; and possibly also subsequently, whether the later MOHRE contracts have rendered the arbitration agreement ineffective.
67. As I have found above, the employment contract comprises the Terms letter, the Annex, the Remuneration letter, the Partner Equivalent letter and the MOHRE contracts. There is an arbitration agreement in both the Terms letter and the Annex, in different terms but both providing for London arbitration with the arbitrator to be appointed by the President of the Law Society. Clyde only relies on the Terms letter. I therefore do not need to deal with the Annex, which on its terms, does not relate to a remuneration dispute. Nor is it necessary to consider the tension between the Terms letter that states that UAE law governs the contract and the Annex which states that English law covers the “*Agreement*”.
68. Ms Sen Gupta KC submitted that the MOHRE contracts underpin the contractual relationship. Mr Jalan could not be employed by Clyde without them. It would be very important for the parties, but perhaps particularly for Mr Jalan who has his home and family there, not to jeopardise the right for him to work there by risking non-compliance with UAE Labour Law. That is why it is important that the MOHRE contracts were entered into regularly over the course of Mr Jalan’s employment to reconfirm their commitment to and compliance with UAE Labour Law. It does not sit well in the mouth of Clyde to say that when Mr Silver signed the MOHRE contracts declaring that it would comply with UAE Labour Law, it did not actually intend to do so and that instead of litigating in the Dubai Labour Courts, it intended to rely on an English arbitration agreement.
69. Clyde’s avowed intention to comply with UAE Labour Law appears in the Terms letter. It is worth repeating how cl.12 reads:

“The terms of your employment as set out in this letter will be governed by UAE law No 8 of 1980 as amended and in the event of any dispute arising under this agreement, it shall be referred to the decision of a sole Arbitrator sitting in London whose identity is to be agreed between the parties and in default of agreement to

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be nominated by the President for the time being of the Law Society of England and Wales.”

70. Mr Béar KC is right to say that, in particular when dealing with arbitration agreements, it is commonly necessary, and it is permissible, to sever the arbitration agreement from the substantive agreement and that different laws can govern those severed parts. But it is curious, to say the least, to have both the governing law of the employment contract and an English law arbitration agreement within the same sentence. Nevertheless, there is no dispute that English law would indeed govern this arbitration agreement, if it is effective.
71. Mr Béar KC also reminded me of the seminal speech of Lord Hoffmann in *Fiona Trust v Privalov* [2007] Bus LR 1719 as to the construction of arbitration agreements: the test is whether rational businessmen, who had decided to have their disputes resolved by arbitration, would be likely to have intended to limit the type of disputes to be covered by the arbitration agreement. Mr Béar KC submitted that the effect of Mr Jalan’s argument is that the arbitration agreement is of no effect whatsoever and the words in cl.12 can just be ignored. Rational lawyers could not have intended such an outcome. Mr Béar KC rightly said that the Court will always strive to give effect to words used in a contract.
72. Mr Béar KC strongly argued that the fact that the arbitration agreement may be unlawful or ineffective under UAE Labour Law cannot affect its validity under English law. He cited a number of authorities, including *Abuja International Hotels v Meridien SAS* [2012] 1 Lloyds Rep. 461, Hamblen J, as he then was, at [17]-[24]; *The Yusuf Cepnioglu* [2015] 2 Lloyds Rep.567, Teare J at [80]; and *Tamil Nadu Electricity Board v ST-CMS Electric Co* [2008] 1 Lloyd’s Rep 9, Cooke J at [35]-[39]. In relation to the latter, Ms Sen Gupta KC pointed out that it was expressly provided that, by way of exception to the rest of the agreement which was governed by Indian law, the arbitration agreement was stated to be governed by English law, thus making the parties’ intentions absolutely clear.
73. Mr Béar KC also referred to *Enka Insaat ve Sanayi AS v OOO “Insurance Company Chubb”* [2020] 1 WLR 4117, SC, which at [98]-[100] cited the House of Lords’ decision in *Hamlyn & co v Talisker Distillery* [1894] AC 202. The latter concerned whether the arbitration agreement was governed by English law, which would render it valid, or Scottish law, which would render it invalid. One of the reasons for deciding that it was covered by English law, unlike the rest of the contract, was the “*validation principle*” whereby the parties are presumed to have intended that the arbitration agreement would not be “*mere waste paper*” but should be given effect to. Mr Béar KC submitted that I should apply the same principle here and I can see the force of that.
74. However, the issue is not whether the arbitration agreement is valid under one law or another. It is about whether the parties, in the context of an employment contract governed by UAE Law, could reasonably be said to have intended all employment disputes to be subject to a London arbitration. Ms Sen Gupta KC submitted that these were standard form contracts in respect of which there was no negotiation and where Mr Jalan would be in no position to object to any of the terms. When one adds in the representations that Mr Jalan said he received from Mr Silver and Mr Gill as to the

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effectiveness of the arbitration agreement and the regular signing of the MOHRE contracts emphasising the primacy of UAE law and the Dubai Labour Courts without any carve out for English arbitration, it is not unreasonable to assume that the parties regarded the arbitration agreement as ineffective or non-binding. From Mr Jalan's perspective, I can well understand that the ongoing MOHRE contracts that he and Clyde signed regularly would reinforce any assumption that he had that his employment contract was subject to UAE Labour Law and that any dispute would be litigated in the Dubai Labour Courts.

75. In my view, there is a lack of clarity around how cl.12 of the Terms letter fits with the signing and terms of the MOHRE contracts. It is fair to say that Mr Jalan, a corporate lawyer, must be assumed to have read and understood cl.12. But having said that, his evidence is that he understood that the Dubai Labour Courts had exclusive jurisdiction in relation to his employment contract with MERO, and this was reinforced by the representations that were made.
76. Even though it is the objective intention of the parties derived from the words used that matters, I do not believe that I am able to say, on the basis of the evidence before me, that there remains a binding arbitration agreement between the parties. Either there is too much inconsistency and conflict between the relevant contractual documentation, in particular the Terms letter, the Annex and the MOHRE contracts, such that there is serious doubt whether the arbitration agreement was intended to be binding; or those concerns are exacerbated by the subsequent entry into the MOHRE contracts, which never referred to London arbitration still applying, and meant that the parties could be taken to have agreed that the arbitration agreement had been rendered inoperative.
77. In short, I cannot be satisfied at this stage that Clyde has shown that there is a high probability of there being a still valid and binding arbitration agreement covering the matters in dispute in the Dubai Proceedings. Accordingly, it cannot be said that Mr Jalan has acted in breach of the arbitration agreement by pursuing the Dubai Proceedings and that he should be stopped from continuing to be in breach by an ASI.
78. As I said above, Mr Béar KC sought to run an alternative case in his reply submissions based on the notion that the arbitration agreement should only be deemed invalid by reference to the statutory minimum requirements of UAE Labour Law. He based that submission on certain paragraphs from Mr ElBanna's report that suggested that arbitration is only not allowed in respect of the non-waivable and non-settleable elements of employee rights set out in UAE Labour Law. That means, he submitted, that only for instance the basic salary set out in the MOHRE contracts, which is a protected statutory minimum, could not be subject to arbitration. However, Mr ElBanna did not really address the question of whether some rights in an employment contract could be subject to arbitration if the parties agreed. On the contrary, his clear opinion was that under UAE law "*employment disputes are not arbitrable.*" Clyde therefore does not have any evidential support for the proposition and it is not for Mr Béar KC to give his own opinion on the extent of UAE Labour Law.
79. It is also of relevance as to how cl.12 would be said to work on this alternative argument. I understand the desire of Clyde to give some meaning to the words in cl.12, but this would involve reading into those words a carve out of any dispute concerning or touching upon the rights protected by UAE Labour Law and which cannot be subject to arbitration. This was not developed at all by Mr Béar KC and it is impossible at this

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stage to ascribe such an intention to the parties. Again, there is not a high probability of establishing that cl.12 should be read in that way.

Issue (2): If there is a valid and enforceable arbitration agreement, is there a high probability that that dispute is arbitrable?

80. Ms Sen Gupta KC sought to argue that even if there is a valid and enforceable arbitration agreement, the dispute between the parties is not arbitrable. She accepted that there was no authority directly on this point.
81. The argument runs as follows. The applicable substantive law of the employment relationship is UAE law. Ms Sen Gupta KC referred to the express choice of UAE law in the Terms letter and the MOHRE contracts. Insofar as the remuneration dispute falls outside of those documents, the dispute would still be governed by UAE law pursuant to Article 8(2) of Regulation (EC) No 593/2008 (“Rome I”) (which is retained EU law post-Brexit) on the basis that it is a dispute involving Mr Jalan’s employment and he habitually carries out his work in the UAE. Under UAE law, such a dispute is not arbitrable.
82. Ms Sen Gupta KC submitted that, while there is no agreed definition of arbitrability under English law, it is recognised that certain types of disputes are not arbitrable. Generally, if a dispute involves an issue of public policy, public rights or the interests of third parties, it will not be arbitrable. For instance there are statutory restrictions on the enforceability of any agreement that excludes or limits an employee’s access to an employment tribunal. Similarly, as UAE law provides that employment disputes must be heard in the Dubai Labour Court and cannot be arbitrated, that renders the dispute non-arbitrable.
83. However, in my view, this argument is not really different (in reverse) to Mr Béar KC’s point in answer to Issue (1), that foreign legislation or law cannot affect the validity of an English arbitration agreement. I do not think that foreign public policy should be taken into account when foreign law is not, as a matter of arbitrability under English law. In this respect, Mr Béar KC again referred to *AES Ust-Kamenogorsk Hydropower Plant LLP v Ust-Kamenogorsk Hydropower Plant JSC* [2012] 1 WLR 920, and in particular to [163] in Rix LJ’s judgment where he held that “*it is clear that the English courts have not hesitated to prefer the parties’ choice of English jurisdiction and arbitration clauses to even the public policy requirements of foreign law as expressed in foreign statute and/or applied in the decisions of foreign courts.*”
84. Therefore, if I had decided that there is a high probability of there being a valid and enforceable arbitration agreement, I would not have held the dispute between the parties to be non-arbitrable.

Issue (3): Further and in any event, would it be just and convenient to grant the ASI?

85. Because of my decision on Issue (1), I do not need to consider this issue of discretion. But my conclusions in relation to it, confirm that it is right, in the circumstances of this case, not to grant an ASI.

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86. For the purpose of considering this Issue, I need to assume that there was a valid and enforceable arbitration agreement covering the dispute between the parties and that it is arbitrable. According to the authorities, in such circumstances it is for Mr Jalan to provide “*sound reasons*” why the ASI should not be granted (see (g) and (h) from the quote from the *AIG* case in [58] above). Ms Sen Gupta KC put her client’s case on the basis that it would not be just and convenient for the Court to grant the ASI. I think it amounts to the same thing, as the Court will only exercise its discretion not to grant an ASI if there are sound reasons for saying that it would not be just and convenient to do so.
87. Ms Sen Gupta KC’s starting point was that neither party had found any authority where an ASI has been granted against an employee who is working and domiciled in a foreign jurisdiction, where their employment contract is governed by that foreign law and they have begun proceedings in relation thereto in the foreign court. She said that this is not surprising as an ASI is an extraordinary form of relief, operating in personam, in this case against an employee who is not present in the jurisdiction and whose only connection to this country is the English arbitration agreement. She therefore submitted that the following factors are significant.
88. First is that employees and employment disputes are in a special category protected by statute, generally, and it is not the usual case of two commercial parties freely choosing to enter into an arbitration agreement. Under English law, the position under the Recast Brussels Regulation has largely been preserved by s.15C of the Civil Jurisdiction and Judgments Act 1982, such that an employee is entitled to insist on being sued by, and taking proceedings against, their employer in the jurisdiction where they work. Ms Sen Gupta KC submitted that, because of the unequal bargaining power, Clyde should not be able to benefit from inconsistencies in the language used in the contractual documentation, and Mr Jalan should not be required to abandon the Dubai Proceedings in his local Court and be required to arbitrate in London.
89. The second factor that Ms Sen Gupta KC relied on is fairness, given the basis upon which Mr Jalan has operated on for nearly two decades, working for Clyde in Dubai. He has assumed that his employment relationship was governed by UAE law and that he was obliged to pursue any dispute in the Dubai Labour Courts. And he should not be forced to act contrary to UAE Labour Law particularly as his work and immigration status is dependent on him abiding by his local law. He also claims that if he is forced to arbitrate in London it would require considerable expense and inconvenience and it would plainly not be just and convenient for him. By contrast, Clyde operates in Dubai, it receives significant benefits in doing so and it is no hardship to it to have to deal with the Dubai Proceedings there.
90. In answer to this fairness point, Mr Béar KC submitted that it is only fair that Mr Jalan is held to his bargain. He has been the equivalent of an equity partner in Clyde for nearly 20 years and enjoyed the financial benefits as such. His claim in the Dubai Proceedings is effectively to enforce those profit-sharing provisions in the Members’ Agreement in respect of which he is treated as a member. Therefore, Mr Béar KC argued that Mr Jalan should be obliged to follow the standard process that all members of Clyde have signed up to. It would not be fair to the other partners and members of Clyde if Mr Jalan was able to bypass the important arbitration agreement that keeps all disputes of this sort in London.

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91. However I think the position is more nuanced than that because Clyde took the deliberate decision that Mr Jalan could not be made a partner or member of Clyde while working in the UAE. Instead he was an employee, with enhanced rights, but with an employment contract that was at least in part, and possibly in full, governed by UAE Law and thus entitling Mr Jalan to the protections under that Law. Mr Jalan also says that representations were made to him at the time about the enforceability of the arbitration agreement and he continued to sign the MOHRE contracts with the understanding that his employment relationship was all subject to UAE Labour law. As Ms Sen Gupta KC suggested, as a matter of fairness it could be said that Clyde should be held to its bargain of entering an employment contract subject to UAE Labour law, signing the MOHRE contracts enabling Mr Jalan to be employed there and making the representations that he said it made.
92. The third factor is alleged delay in bringing the ASI claim. It is well-established that delay in seeking ASI relief is relevant to the exercise of discretion. Ms Sen Gupta KC referred to *Ecobank Transnational Inc v Tanoh* [2016] 1 WLR 2231, a case with some parallels to the present in that it concerned an employment contract for the defendant to be employed in Togo as the claimant's CEO and managing director, the contract having an English arbitration agreement. The defendant had obtained a judgment on his employment contract in Togo and the claimant was seeking to restrain enforcement of that and another judgment because he had breached the English arbitration agreement. The injunction was refused on the grounds of delay and this was upheld by the Court of Appeal.
93. At [132] to [134] Christopher Clarke LJ explained why delay, particularly after a foreign judgment has been given, is relevant to comity and more particularly for the avoidance of wasted time and expense, both for the parties and the respective courts.

“132. Comity has a warm ring. It is important to analyse what it means. We are not here concerned with judicial amour propre but with the operation of systems of law. Courts around the free world endeavour to do justice between citizens in accordance with applicable laws as expeditiously as they can with the resources available to them. This is an exercise in the fulfilment of which judges ought to be comrades in arms. The burdens imposed on courts are well known: long lists, size of cases, shortages of judges, expanding waiting times, and competing demands on resources. The administration of justice and the interests of litigants and of courts is usually prejudiced by late attempts to change course or to terminate the voyage. If successful they often mean that time, effort, and expense, often considerable, will have been wasted both by the parties and the courts and others. Comity between courts, and indeed considerations of public policy, require, where possible, the avoidance of such waste.

133. Injunctive relief may be sought (a) before any foreign proceedings have begun; (b) once they have begun; (c) within a relatively short time afterwards; (d) when the pleadings are complete; (e) thereafter but before the trial starts; (f) in the course of the trial; (g) after judgment. The fact that at some stage the foreign court has ruled in favour of its own jurisdiction is not per se a bar to an anti-suit injunction: see the AES case. But, as each stage is reached more will have been wasted by the abandonment of proceedings which

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compliance with an anti-suit injunction would bring about. That being so, the longer an action continues without any attempt to restrain it the less likely a court is to grant an injunction and considerations of comity have greater force.

134. Whilst a desire to avoid offence to a foreign court, or to appear to interfere with it, is no longer as powerful a consideration as it may previously have been, it is not a consideration without relevance. A foreign court may justifiably take objection to an approach under which an injunction, which will (if obeyed) frustrate all that has gone before, may be granted however late an application is made (provided the person enjoined knew from an early stage that objection was taken to the proceedings). Such an objection is not based on the need to avoid offence to individual judges (who are made of sterner stuff) but on the sound basis that to allow such an approach is not a sensible method of conducting curial business."

94. Mr Béar KC referred to *Enka Insaat ve Sanayi AS v OOO "Insurance Company Chubb"* [2020] Bus LR 1668, where the Court of Appeal overturned the decision of Andrew Baker J who had refused an ASI on the grounds of delay. Popplewell LJ at [114] said that Enka could not be criticised for not applying for the ASI before it became clear that foreign proceedings (these were in Moscow) would be allowed to proceed. Mr Béar KC said that there is no case where an ASI has been refused on the grounds of delay in respect of a period before the foreign proceedings had been commenced.
95. Ms Sen Gupta KC said that the proceedings effectively began when the complaint was made to MOHRE in July 2025. In [41] to [48] above I have set out the correspondence between the parties and their solicitors in the period since the filing of the complaint to the issue of the Dubai Proceedings. Ms Sen Gupta KC said that Clyde recognised the urgency of the situation in Mr Bacon's letter of 22 July 2025 and threatened injunctive relief and could have sought an ASI from that moment on, as Mr Jalan would have been in breach of the arbitration agreement. The correspondence then descended into a series of threats by Clyde first to restrict Mr Jalan's remuneration and then to dismiss him if he did proceed with the Dubai Proceedings.
96. Mr Béar KC saw things somewhat differently. He said that Clyde was reasonably entitled to wait and see if Mr Jalan would carry through with his threat of commencing the Dubai Proceedings. Clyde's solicitors were asking him in September and October 2025 to confirm whether he was going to commence the Dubai Proceedings but he never really responded. Furthermore, Mr Jalan was saying at that time that he was trying to seek a resolution of the matter out of court.
97. While I understand that Mr Jalan has incurred expense on the Dubai Proceedings which may have turned out to have been wasted, and the Dubai Labour Court has expended considerable resources in dealing with this matter, such that it appears to have got to the stage when it will be delivering a judgment on 2 March 2026, I do not think that delay, in itself, is a material factor against the grant of an ASI. The only relevant delay was between July and October 2025, and while the process could be said to have begun with the complaint to MOHRE, I do not think it was unreasonable for Clyde to wait to see if Mr Jalan would actually go ahead with the Dubai Proceedings.

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98. Having said that, I think the tone and content of the correspondence from or on behalf of Clyde is unreasonably pressurising and verges on bullying. I understand that Clyde considers this to be an important point of principle and it does not want a precedent set for partners/members employed in foreign jurisdictions. But it has chosen to structure the relationship in this way and it can hardly complain if Mr Jalan was only seeking to litigate his claim in his place of employment in accordance with local law. To treat a long-standing employee, with a senior role in the organisation, in this way does not reflect well on Clyde. There is no reason to think that it would not get a fair and just outcome from the Dubai Proceedings in relation to what seems to me to be a relatively modest claim by Mr Jalan. It appears from the schedules of costs filed in relation to this hearing, that those costs will far outweigh the amount being claimed by Mr Jalan. That is, in itself, a further form of undue pressure being applied to Mr Jalan.
99. I do therefore think that, even if I had found there to be a valid and enforceable arbitration agreement under Issue (1) and that the dispute is arbitrable, as I have found under Issue (2), I would have declined to grant the ASI on discretionary grounds. Even without the delay factor, I consider that an employment relationship should be treated differently to an ordinary commercial dispute, and employees should be protected, as they are by statute and other laws, both in this jurisdiction and the UAE, and in particular in this case where UAE law is the governing law of the employment relationship and Mr Jalan was only doing what he is required to do under UAE law, namely complain to MOHRE and pursue the Dubai Proceedings.

Conclusion

100. In the circumstances I refuse to grant the ASI and Clyde's application is dismissed.
101. Mr Jalan applied for a declaration that the Court had no jurisdiction to hear the ASI claim, but this was not separately developed by Ms Sen Gupta KC from her submissions in relation to Issue (1). I found that Clyde had not shown to the requisite high probability that there was a valid and enforceable arbitration agreement. While that meant that Clyde had not satisfied the test for the grant of an ASI, it did not necessarily mean that I did not have jurisdiction to hear the claim. In the event I have refused an ASI on the merits and I do not think it is necessary or appropriate to declare that the Court did not have jurisdiction.
102. I would ask the parties to agree a draft Order. If there is anything they cannot agree on, such as costs, I would prefer to deal with that on paper, with very short written submissions.