**BEFORE THE HONORABLE RENTAL DISPUTE CENTRE, EMIRATE OF DUBAI**

**RENTAL DISPUTE NUMBER 02/12000/2025**

**Defendant No.4: M/s Malabar Gold LLC, with commercial license no. 592568, Malabar International Hub, Deira Gold Souq Extension, Deira, Dubai, United Arab Emirates.**

**Contact: leasing@mgdglobal.com/ leasing@malabargroup.com ; Phone: 042566916 Ext. 403; Mobile: +971 509167916 (in the capacity of the “Tenant”)**

**Plaintiff: Nadia Mohammed Advocates & Legal Consultants (Amani Darwish Advocates & Legal Consultants) ln behalf of Nadia Mohammed Ramadan,**

**Address: Al Wasl Road,**

**Al Ferdous Building 4 Office 128 Dubai**

**Reply to the notice**

**We would like to formally place on record the actions undertaken by the Plaintiff in relation to the handover and transfer of unit no mentioned below (Property) to the best of our knowledge:**

**Unit - 3 ships (property no.110/03)**

**Building - Souq Sikkat Al Khail**

**Total Unit Size- 525 sq.ft**

**Location - Gold Souq- Al Buteen - Deiraa**

**(Hereinafter collectively referred as Property)**

**Kindly note that we, Malabar Gold LLC would like to provide the below submissions regarding the involvement of Plaintiff in the corresponding to RENTAL DISPUTE NUMBER 02/12000/2025.**

1. **We, directly negotiated with Defendant no.2  for their vacating of the Property and Plaintiff was not involved in this process of transfer of the Lease of the Property to Defendant no.4.**
2. **We directly contacted Landlord of the Property  and requested for leasing the corresponding units to Malabar Gold LLC in the event  Defendant no.3 vacates and to the best of our knowledge, Plaintiff was not involved in this process as well.**
3. **Regarding the Property, all terms related to the transfer including settlement with Defendant no.3, rent, lease duration, transfer date, cancellation of legal proceedings, and the final settlement amount were discussed by and between the employees of Defendant no. 4 and  Defendant no.1 (several of the meetings were held with Mr. Thani, the S/o Defendant no.1 as well). Upon a final discussion between Defendant no.1 and Defendant no.4, terms and commercials were finalized and confirmed by both the parties. In any of these meetings, the Plaintiff was not involved.**
4. **The relevant documents, including the lease agreement, undertaking letters, NOCs, and acknowledgment letters, were finalized through discussions held at the office between Mr. Thani(son of defendant no.1) and Defendant no.4 and in any of these stages neither the Plaintiff was involved in.**

**However, the only time Plaintiff was part of the process was when the representative of Defendant no.4, and Mr. Thani met in the  office of the Plaintiff at the request of Defendant no.1  for signing  the documents. This entire session was a 30 mins affair which involved the Plaintiff’s office premise.**

**The entire transfer procedure was dealt by the legal team of Defendant no.4  who has completely dealt the process of transfer of the lease on the Property.**

**Also, Defendant no.4  coordinated and communicated with Defendant no.3  to issue required NOC's and withdrawal of the Appeal filed by Defendant No.3. The Plaintiff did  not have any involvement in the settlement agreed and further executed with Defendant no.3.**

**To summarise, please note the below activities done by Defendant no.4  with regard to  the entire process corresponding to lease transfer of  Property from Defendant no.3 to us :**

1. **Drafting all required documents,**
2. **Obtaining the No Objection Certificates (NOCs) from Defendant no.3 for both vacating the premises and withdrawing ongoing litigation.**
3. **Negotiating with Defendant no.3 to successfully secure the withdrawal of the appeal related to their claim of own use.**
4. **Coordinating all related communications and documentation.**

**In any of the stages mentioned above, we did not see the presence of the Plaintiff nor did receive any documents or drafts prepared by the Plaintiff. Only at the request of the Defendant no.1, we had attended the Plaintiff’s office for the final signoff the documents. The Plaintiff did not participate in any prior stages of the lease transfer as to the best of our knowledge  and his role was strictly limited to his presence during the signing of the final lease documents prepared by Defendant no.4.**

**Notwithstanding anything contrary to the above, in our capacity as the new tenants of the Property, we never had any contractual arrangement with the Plaintiff nor did provide/receive any consideration which may substantially assume a contractual arrangement.**

**PRAYERS**

**Hence, we kindly request the Honorable Court to allow us the following prayers based on the reasons mentioned herein above:**

**To relieve Defendant no.4 from the RENTAL DISPUTE NUMBER 02/12000/2025 from any claims by the Plaintiff.**