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February 4, 2025

REPUBLIC OF BULGARIA - MINISTRY OF JUSTICE
Ms. Yuliya Kovacheva, Deputy Minister of Justice
priemna@justice.government.bg
GIS@GOVERNMENT.BG

Re: **OneCoin Ex. № 07-00-31 NOTICE OF LEGAL DEMAND**

Dear Ms. Kovacheva:

On November 11, 2024, I conveyed to the Ministry of Justice, our concerns about the conduct of the ongoing prosecution of the Ruja Ignatova/OneCoin case by the Bulgarian government, the ongoing operation of the OneCoin criminal mafia in Bulgaria and the lack of a restitution process for victims of the Ignatova OneCoin organized crime family.

Of particular note:

Bitcoins worth €29 Billion

I have provided information on the existence of 230,000 Bitcoins last in the possession of Ruja Ignatova and another 66,000 Bitcoins last known in the possession of Ignatova crime family associate and Swedish citizen, Pehr Karlsson, with a combined value of over €29 billion derived from OneCoin operations between 2013-2017 when the price of Bitcoin was a fraction of today's prices.

Cryptocurrency with a Market Capitalization $11.54 trillion

In addition, there are 1,123,737 ONE (OES) accounts on the Polygon blockchain:

https://polygonscan.com/token/0xb85cfa8fe6801dd77a2004836727eb58c8e883a7

These coins represent conversions of OneCoin to ONE (OES) by the OneCoin mafia. The nominal value of each ONE (OES) is €42 with a market capitalization of $11.54 trillion.

https://web3.bitget.com/en/swap/matic/0xB85cfa8fE6801dd77A2004836727EB58c8e883a7

The European Union Commission and Parliament were petitioned by OneCoin victims beginning in 2019. Both pillars of the European Union eventually endorsed the establishment of a compensation process for OneCoin victims under EU Council Directive 2004/80/EC of 29

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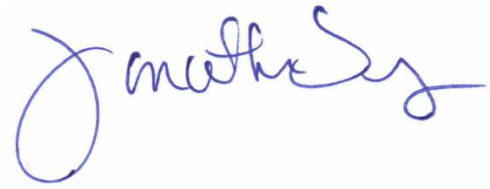
April 2004 as extended to victims of cryptocurrency crimes pursuant to EU Commission in EU Parliament Petition No 0421/2020.

To date Bulgaria has taken no action on behalf of the victims of OneCoin to provide the requested restitution process. Bulgaria has failed to secure victim assets. Bulgaria has permitted the violent OneCoin mafia to continue it cryptocurrency operations unabated.

Therefore this letter provides notice that Bulgaria has thirty days to comply with the EU Council Directive 2004/80/EC of 29 April 2004. If no action is forthcoming after 30 days, OneCoin victims represented by this office will petition the European Commission to commence infringement proceedings against Bulgaria. Victims will also seek damages against Bulgaria for its failure to fulfill its obligations under EU law and seek reparations for the damage caused including the loss of cryptocurrency assets.

Warmest regards,



Dr. Jonathan Levy
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Attachment November 2024 Correspondence

eDoc MJ <edoc_notif@justice.government.bg> 11/11/2024 3:22 AM

OneCoin Ex. № 07-00-31

To info@jlevy.co

Подаденото от Вас съобщение по електронна поща на Министерство на правосъдието е регистрирано успешно с регистрационен № 07-00-31 #16/11.11.2024.

Това съобщение е генерирано автоматично.
Моля, не изпращайте отговор.

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November 11, 2024

REPUBLIC OF BULGARIA - MINISTRY OF JUSTICE
Ms. Yuliya Kovacheva, Deputy Minister of Justice
priemna@justice.government.bg
GIS@GOVERNMENT.BG

Re: **OneCoin Ex. № 07-00-31**

Dear Ms. Kovacheva:

The victims of **OneCoin** are extremely grateful to the Ministry and particularly Chief Prosecutor **Borislav B. Sarafov** who has filed criminal charges against fugitive OneCoin founder **Ruja Ignatova** *in absentia*.

On behalf of the OneCoin victims and whistleblowers I represent, I request the following information and requests be conveyed to the Chief Prosecutor by the Ministry.

1. My clients request an expansion of the criminal case to include the investigation of three additional parties, two Bulgarian individuals and one Swedish individual who continue to deploy OneCoin assets in criminal activities intended to revictimize investors and ensnare new victims.

2. A freeze of OneCoin assets in Bulgaria and the establishment of a compensation process for OneCoin victims under **EU Council Directive 2004/80/EC of 29 April 2004** as extended to victims of cryptocurrency crimes pursuant to EU Commission in **EU Parliament Petition No 0421/2020**.

3. Notice to the Chief Prosecutor of the recent judicial ruling in the United Arab Emirates awarding nearly €50 million in victim assets to **Ruja Ignatova**.

I. Request for Expansion of Criminal Investigation

Referencing and incorporating our previous requests and exhibits in this matter and our initial Petition to the Bulgarian Republic's Ombudsman originating in December 2021, it is requested that an investigation be instituted against OneCoin/OneLife/OneEcosystem masterminds **Georgi Dimitrov Georgiev**, and **Ventsislav Ivov Zlatkov**. Bulgarian citizens Georgiev and Zlatkov by their own public admissions hold themselves out be the successors of Ruja Ignatova and OneCoin through their ongoing manipulation and monetization of OneCoin intellectual property, digital assets and the OneCoin member ledger. Separately, Swedish citizen, **Pehr Karlsson**, the former number four position holder in the OneCoin

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pyramid is continuing to utilize laundered OneCoin assets to perpetrate additional cryptocurrency schemes within the EU including money laundering, fraud, and tax evasion.

Continuing Operations of OneCoin in Bulgaria

The Sofia based OneCoin criminal organization is currently operating under various names such as **One Network Systems**, **OneLife, OneEcosystem, OneForex, OneAcademy, OneVita, OneVoyage, OneCharity and Dealshake**r and has continued to deceive and revictimize hundreds of thousands of OneCoin holders since 2019. As of March 2019, there were at least 1.25 million OneCoin ledger accounts registered with the Sofia office of OneCoin. We can provide this ledger upon request to the Ministry or Prosecutor. These individuals were cynically targeted by Georgiev and Zlatkov in a continuation or "deployment" scheme beginning in 2023. The transition scheme was called a "deployment" in order to extort advance fees from over a million victims eager to recover their losses and to cynically exploit a fear that unless the advance fee is paid their accounts will be irretrievably cancelled.

The deployment scheme utilizes the **Polygon Network (MATIC)**. The OneLife/OneEcosystem network has deployed OneCoins from their ledger to the Polygon Network platform. The victims are charged fees for this service, between €50-100 each. The fees are then pocketed by Georgiev and Zlatkov according to whistleblowers **A & B** represented by this office who will provide further information to the Ministry and Chief Prosecutor upon request. A & B were senior members of the OneLife/OneEcosystem Network until December 2023 when it became apparent to them that Georgiev and Zlatkov were not interested in helping OneCoin cryptocurrency holders but simply enriching themselves.

The entire OneCoin deployment process can be reviewed here on the Polygon Network blockchain:

https://polygonscan.com/token/0xb85cfa8fe6801dd77a2004836727eb58c8e883a7

The following is confirmed by the Blockchain record above:

1,112,699 ONE (OES) wallets (accounts) as of November 8, 2024 have been transferred from the 2019 OneCoin ledger since September 2023.

At a deployment cost of €50-100 per account, Georgiev and Zlatkov have taken in at least €75 million though whistleblowers through A & B claim the actual amount is much more.

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According to whistleblowers A & B, former associates of Georgiev and Zlatkov, there was no intention of ONE (OES) ever obtaining any value and that numerous material misrepresentation were made to OneCoin victims including a false price of approximately €42 per token.

Whistleblowers also report that Georgiev and Zlatkov made protection payments to Bulgarian government officials so that they could continue to operate the OneCoin criminal organization and create the fiction that OneCoin was operated from Vietnam and Switzerland thus avoiding Bulgarian taxation.

250,000,000,000 ONE (OES) have been issued with a false price of approximately €42 each creating the largest cryptocurrency on the Polygon Network by market capitalization. To transfer tokens, OneCoin victims must purchase Polygon's MATIC token in order to pay "gas" or transfer fees. According to whistleblowers A & B, Georgiev and Zlatkov have inflated the gas fees and have engaged in market manipulation and false conversions to set a false price for the Polygon based ONE token of €42.

See https://oneecosystem.eu/first-historic-conversion-of-ones/

The US Securities and Exchange Commission (SEC) has classified Polygon (MATIC) as an unregistered security. At no time has Polygon warned the public that it is being utilized by the Bulgarian run OneLife/OneEcosystem network to port OneCoins from their ledger to Polygon. Companies offering unregistered securities must provide significant financial and background information related to the company and the securities being offered including disclosures of risk factors. And securities must avoid involvement with misrepresentations, scams, and other fraudulent activities. Further as a decentralized platform that allowed transfer of OneCoins to Polygon based tokens, Polygon may be subject to reporting provisions of the Banking Secrecy Act and other US and EU anti-money laundering laws. **Polygon Labs** and **Polygon Foundation** are the guiding minds of Polygon. Polygon receives income when its token MATIC is purchased and sold.

The OneCoin Cryptocurrency wallets:

OneCoin has at least two known public wallets it uses to launder cryptocurrency and has used these wallets for several years without fear of prosecution or seizure. According to blockchain.com this single Bitcoin wallet has processed more than 15,000 transactions and received 206 Bitcoins worth more than $12 million since its inception on July 14, 2021:

bc1qyap59m06vpj3p0y9ur936kg65sl6u34nq59gqamamtx5k2t2yvmsq28fjn

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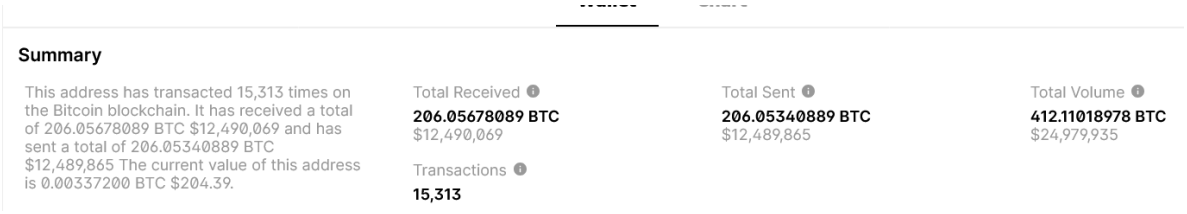

The USDT (Tether) Tron wallet **TTQ978jA7u8HoQdUUWeG1N36kwqiTjmTdy** seems to have also processed millions of dollars since at least July 2021:

TRONSCAN | TRON BlockChain Explorer | 波场区块链浏览器

Some of the transactions are directed towards the Binance "hot wallet" **TV6MuMXfmLbBqPZvBHdwFsDnQeVfnmiuSi** according to Tether's legal department. Binance will assist law enforcement if a request is made to them; unfortunately, Binance will not respond to private parties or take action on its own account. Therefore it is urgent that the Chief Prosecutor make this request for assistance. These are just two of possibly many cryptocurrency wallets utilized by OneCoin since March 2019.

OneCoin operates openly and notoriously in Bulgaria and has also continued their pyramid scheme; their newsletters detailing their recent promotional activities in Europe, Asia, and Latin America are available at:

https://us9.campaign-archive.com/home/?u=cf9659fd672fe664d487e7e1b&id=0ea86d46e7

Pehr Karlsson

Pehr Karlsson occupied the fourth position on the OneCoin pyramid and was a close associate of Ruja Ignatova. Karlsson has not been prosecuted even though he has admitted he possesses tens of thousands of Bitcoins derived from OneCoin. As a result Karlsson has been unjustly enriched, evaded taxes and has laundered money.

For example, Karlsson utilized funds from OneCoin to establish **Mingo**, a cryptocurrency connected to boxing champion **Tyson Fury**. According to the London Times investigation (2019), Mingo is connected to the OneCoin criminal organization of Ruja Ignatova. Mingo was financed originally by the Irish company **Funlz Ltd**, which directed OneCoin money to an Irish bank account. Mingo denied in 2019 that Karlsson was anything other than a passive investor. However, Karlsson is the main promoter and marketer of the Mingo coin and Tyson Fury and Jan Emanuel NFTs.

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II. Request for Mandatory Compensation of Victims and Freezing of Assets

The OneCoin and Ignatova assets located in Bulgaria are estimated to be worth €1-2 billion Euros and must be sequestered to compensate victims of violent organized crime under **EU Council Directive 2004/80/EC of 29 April 2004** that requires: **Victims be compensated irrespective of their country of residence or the EU country in which the crime was committed and that victims receive fair and appropriate compensation**.

Now that Bulgaria has brought criminal charges against Ignatova and by extension her OneCoin empire, Bulgaria is required to assist victims to file claims for compensation and to coordinate with other EU member states where criminal assets may be located such as Sweden where the assets of Ignatova OneCoin partners, **Sebastian Greenwood** and **Pehr Carlsson** are located as well as Germany which has already seized some Ignatova and OneCoin assets. Ignatova associate, the fugitive **Frank Schneider,** has also stated Ignatova and OneCoin assets are located in Luxemburg and Cyprus. Victims' representative has documentation that it would like to share with the administrative authority designated by the Bulgarian government and prosecutor which will help locate the assets necessary to compensate victims.

It is the position of the European Parliament (March 2024) and the European Commission (October, 2020) that victims of cryptocurrency fraud may be compensated pursuant to Council Directive 2004/80/EC. See the attached decision in EU Parliament Petition No 0421/2020 *by Jonathan Levy (US) on the need to set up a crypto assets fund for crypto crime victims* which adopts in total the October 12, 2020 position statement of the European Commission: "The 2004 Directive on compensation facilitates access to compensation for victims of violent, intentional crimes that took place in other Member States but also in their Member State of residence."

The violent organized crime associated with OneCoin has been well documented by the former US Department of Justice cooperating witness **Konstantin Ignatov** (brother of R. Ignatova) who testified under oath that he was abducted, extorted and threatened with death on at least two occasions by organized crime persons associated with OneCoin in Bulgaria and Switzerland summarized as follows:

> In early 2018 Konstantin started receiving death threats on his phone. In March Ignatov claims he was kidnapped at gunpoint. In March 2018 when I wanted to go back to my car after working. Somebody put a gun in my back and I was forced into a minivan. Then I was taken out to the suburbs of Sofia where I got beaten up, a finger of mine was broken, and a gun was pointed out me. And I was told if Ruja

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> disappeared with the money, that these people would come back and kill me. And if I go to the police, that they will cut a body part out of me.
>
> Later in 2018 Konstantin Ignatov got a call from a person who identified himself as a high-ranking member of the Hells Angels telling me I have to come to Zurich, Switzerland, to answer him and his business partners' questions. And if I don't come, he said that this will have a bad ending for me. So I went there, where I ended up with them in a hotel room. Again, a gun was pointed at me. This time, it was stuck into my mouth. And I was told that I have to make sure that every promise that is made to them has to be fulfilled, and they told me that the money they invested into the company is far more worth than my life.

Likewise, OneCoin personality **Jennifer McAdam** of the United Kingdom has repeatedly claimed she was subject to death threats as has whistleblower **Duncan Arthur.**

There are also unsolved murders of four Bulgarian mafia associates including **Krasimir Kamenev** in South Africa and the connection to the alleged murder of the former chief homicide inspector of Sofia by Kamenev and the alleged disappearance of Ignatova. Phone recordings of Ignatova obtained by the US Department of Justice and widely distributed feature Ignatova referring to her connections with unnamed Russian organized crime figures and there is the report of the Kuwaiti government to the Dubai Public Prosecutor that Ignatova was involved with terrorism financing. Finally, there is the persistent open question of whether R. Ignatova herself was either abducted or assassinated by the Bulgarian organized crime boss, . **Hristoforos Nikos Amanatidis**, commonly known as **Taki**.

It is therefore certain that Bulgaria is the nexus of the OneCoin criminal activity.

III. Award of $50 million to Ruja Ignatova in August 2024

On August 16, 2024 the Dubai Court of Cassation apparently awarded the contents of a frozen account at Mashreq Bank worth about $50 million to Ruja Ignatova. An unofficial English language translation is also attached along with the original in Arabic.

The $50 million was awarded to Ruja Ignatova and is collected on her behalf by her court recognized proxy **Mimoun Madani**. Madani was contesting ownership of the bank account with another former Ignatova associate **Sheikh Saud bin Faisal bin Sultan Al Qassimi**.

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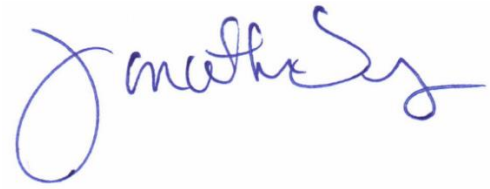
The court recognized the attached Power of Attorney despite its questionable origins in the Seychelles. Madani and Ignatova are represented by:

Al Aidarous Advocates & Legal Consultants
Dubai Office, Zalfa Building, Suite 102, Sh. Rashid Road
Garhoud, PO Box 33299
Dubai, UAE Tel: +971 4 2828 000
Fax : +971 4 2828 011
www.aidarous.com
legal@alialaidarous.com

The power of attorney was notarized by:

Bernard Georges
226 Eden Plaza,
Eden Island,
Victoria, Mahe, Seychelles
http://georgesattorneys.com/bernard-georges.html
+248 252 5115
bernard@georgesattorneys.com

Warmest regards,



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APPENDICES OF EXHIBITS

Identity documents of Georgiev and Zlatkov

Council Directive 2004/80/EC of 29 April 2004

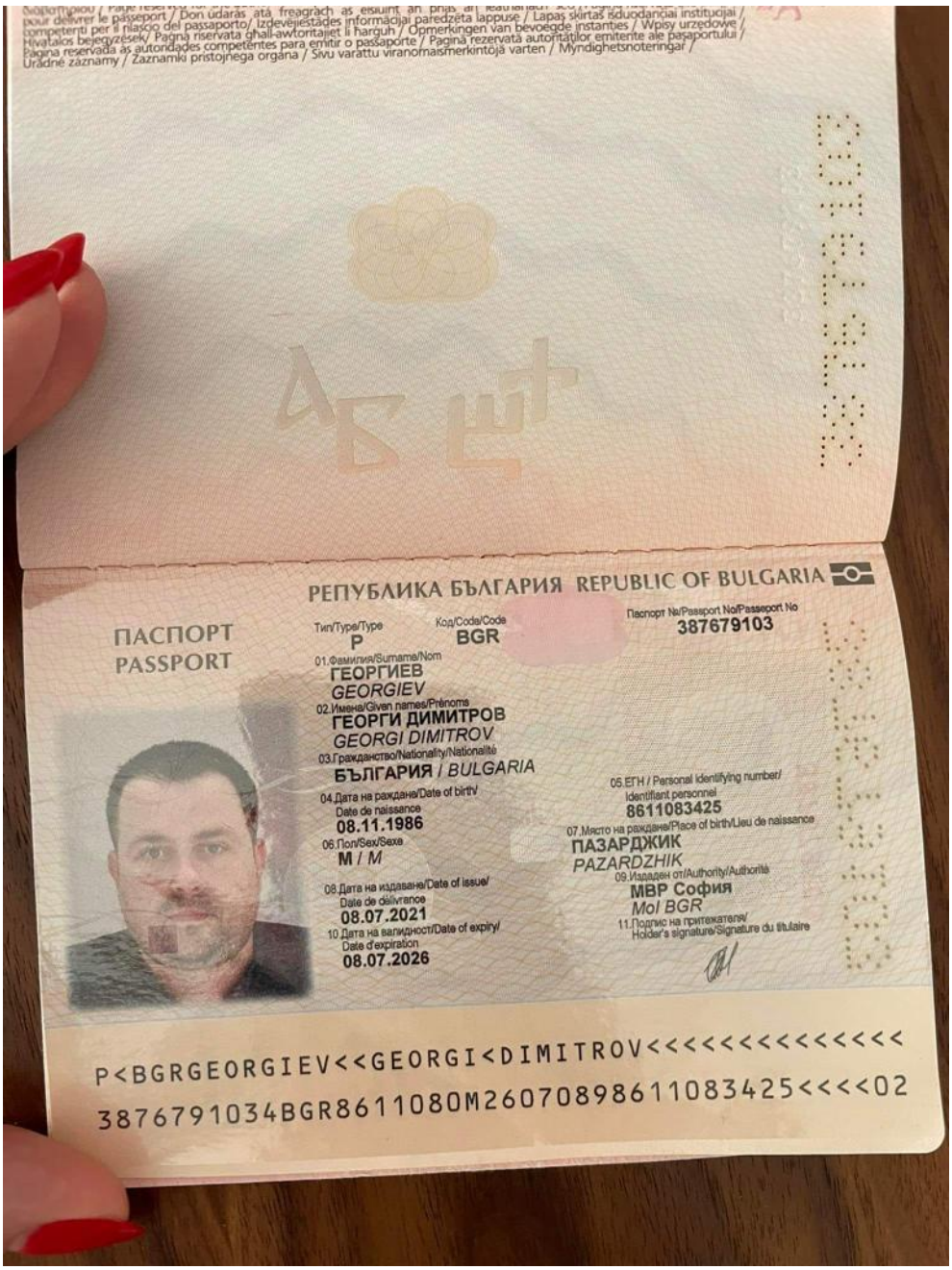
EU Parliament Petition No 0421/2020

Karlsson Exhibits

Court of Cassation Order of August 16, 2024

Ruja Ignatova Power of Attorney

Georgi Dimitrov Georgiev (Head Boss! COO)



Georgis Wife:

Ventsislav Ivov Zlatkov, (proforma CEO)

COUNCIL DIRECTIVE 2004/80/EC

of 29 April 2004

relating to compensation to crime victims

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 308 thereof,

Having regard to the proposal from the Commission [1],

Having regard to the opinion of the European Parliament [2],

Having regard to the opinion of the European Economic and Social Committee [3],

Whereas:

(1) One of the objectives of the European Community is to abolish, as between Member States, obstacles to the free movement of persons and services.

(2) The Court of Justice held in the Cowan [4] Case that, when Community law guarantees to a natural person the freedom to go to another Member State, the protection of that person from harm in the Member State in question, on the same basis as that of nationals and persons residing there, is a corollary of that freedom of movement. Measures to facilitate compensation to victims of crimes should form part of the realisation of this objective.

(3) At its meeting in Tampere on 15 and 16 October 1999, the European Council called for the drawing-up of minimum standards on the protection of the victims of crime, in particular on crime victims' access to justice and their rights to compensation for damages, including legal costs.

(4) The Brussels European Council, meeting on 25 and 26 March 2004, in the Declaration on Combating Terrorism, called for the adoption of this Directive before 1 May 2004.

(5) On 15 March 2001 the Council adopted Framework Decision 2001/220/JHA on the standing of victims in criminal proceedings. [5] This Decision, based on Title VI of the Treaty on the European Union, allows crime victims to claim compensation from the offender in the course of criminal proceedings.

(6) Crime victims in the European Union should be entitled to fair and appropriate compensation for the injuries they have suffered, regardless of where in the European Community the crime was committed

(7) This Directive sets up a system of cooperation to facilitate access to compensation to victims of crimes in cross-border situations, which should operate on the basis of Member States' schemes on compensation to victims of violent intentional crime, committed in their respective territories. Therefore, a compensation mechanism should be in place in all Member States.

(8) Most Member States have already established such compensation schemes, some of them in fulfilment of their obligations under the European Convention of 24 November 1983 on the compensation of victims of violent crimes.

(9) Since the measures contained in this Directive are necessary in order to attain objectives of the Community and the Treaty provides for no powers other than those in Article 308 thereof for the adoption of this Directive, that Article should be applied.

(10) Crime victims will often not be able to obtain compensation from the offender, since the offender may lack the necessary means to satisfy a judgment on damages or because the offender cannot be identified or prosecuted.

(11) A system of cooperation between the authorities of the Member States should be introduced to facilitate access to compensation in cases where the crime was committed in a Member State other than that of the victim's residence.

(12) This system should ensure that crime victims could always turn to an authority in their Member State of residence and should ease any practical and linguistic difficulties that occur in a cross-border situation.

(13) The system should include the provisions necessary for allowing the crime victim to find the information needed to make the application and for allowing for efficient cooperation between the authorities involved.

(14) This Directive respects the fundamental rights and observes the principles reaffirmed in particular by the Charter of Fundamental Rights of the European Union as general principles of Community law.

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[1] OJ C 45 E, 25.2.2003, p. 69.
[2] Opinion delivered on 23 October 2003 (not yet published in the Official Journal).
[3] OJ C 95, 23.4.2003, p. 40.
[4] Case 186/87, European Court reports 1989, p. 195.
[5] OJ L 82, 22.3.2001, p. 1.

(15) Since the objective of facilitating access to compensation to victims of crimes of cross-border situations cannot be sufficiently achieved by the Member States because of the cross-border elements and can therefore, by reason of the scale or effects of the action, be better achieved at Community level, the Community may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve that objective.

(16) The measures necessary for the implementation of the Directive should be adopted in accordance with Council Decision 1999/468/EC of 28 June 1999 laying down the procedures for the exercise of implementing powers conferred on the Commission [1],

HAS ADOPTED THIS DIRECTIVE:

CHAPTER I

ACCESS TO COMPENSATION IN CROSS-BORDER SITUATIONS

Article 1

Right to submit an application in the Member State of residence

Member States shall ensure that where a violent intentional crime has been committed in a Member State other than the Member State where the applicant for compensation is habitually resident, the applicant shall have the right to submit the application to an authority or any other body in the latter Member State.

Article 2

Responsibility for paying compensation

Compensation shall be paid by the competent authority of the Member State on whose territory the crime was committed.

Article 3

Responsible authorities and administrative procedures

1. Member States shall establish or designate one or several authorities or any other bodies, hereinafter referred to as 'assisting authority or authorities', to be responsible for applying Article 1.

2. Member States shall establish or designate one or several authorities or any other bodies to be responsible for deciding upon applications for compensation, hereinafter referred to as 'deciding authority or authorities'.

3. Member States shall endeavour to keep to a minimum the administrative formalities required of an applicant for compensation.

Article 4

Information to potential applicants

Member States shall ensure that potential applicants for compensation have access to essential information on the possibilities to apply for compensation, by any means Member States deem appropriate.

Article 5

Assistance to the applicant

1. The assisting authority shall provide the applicant with the information referred to in Article 4 and the required application forms, on the basis of the manual drawn up in accordance with Article 13(2).

2. The assisting authority shall, upon the request of the applicant, provide him or her with general guidance and information on how the application should be completed and what supporting documentation may be required.

3. The assisting authority shall not make any assessment of the application.

Article 6

Transmission of applications

1. The assisting authority shall transmit the application and any supporting documentation as quickly as possible to the deciding authority.

2. The assisting authority shall transmit the application using the standard form referred to in Article 14.

3. The language of the application and any supporting documentation shall be determined in accordance with Article 11(1).

Article 7

Receipt of applications

Upon receipt of an application transmitted in accordance with Article 6, the deciding authority shall send the following information as soon as possible to the assisting authority and to the applicant:

(a) the contact person or the department responsible for handling the matter;

(b) an acknowledgement of receipt of the application;

(c) if possible, an indication of the approximate time by which a decision on the application will be made.

[1] OJ L 184, 17.7.1999, p. 23.

Article 8

Requests for supplementary information

The assisting authority shall if necessary provide general guidance to the applicant in meeting any request for supplementary information from the deciding authority.

It shall upon the request of the applicant subsequently transmit it as soon as possible directly to the deciding authority, enclosing, where appropriate, a list of any supporting documentation transmitted.

Article 9

Hearing of the applicant

1. If the deciding authority decides, in accordance with the law of its Member State, to hear the applicant or any other person such as a witness or an expert, it may contact the assisting authority for the purpose of arranging for:

(a) the person(s) to be heard directly by the deciding authority, in accordance with the law of its Member State, through the use in particular of telephone- or video-conferencing; or

(b) the person(s) to be heard by the assisting authority, in accordance with the law of its Member State, which will subsequently transmit a report of the hearing to the deciding authority.

2. The direct hearing in accordance with paragraph 1(a) may only take place in cooperation with the assisting authority and on a voluntary basis without the possibility of coercive measures being imposed by the deciding authority.

Article 10

Communication of the decision

The deciding authority shall send the decision on the application for compensation, by using the standard form referred to in Article 14, to the applicant and to the assisting authority, as soon as possible, in accordance with national law, after the decision has been taken.

Article 11

Other provisions

1. Information transmitted between the authorities pursuant to Articles 6 to 10 shall be expressed in:

(a) the official languages or one of the languages of the Member State of the authority to which the information is sent, which corresponds to one of the languages of the Community institutions; or

(b) another language of the Community institutions that that Member State has indicated it can accept;

with the exception of:

(i) the full text of decisions taken by the deciding authority, where the use of languages shall be governed by the law of its Member State;

(ii) reports drawn up following a hearing in accordance with Article 9(1)(b), where the use of languages shall be determined by the assisting authority, subject to the requirement that it corresponds to one of the languages of the Community institutions.

2. Services rendered by the assisting authority in accordance with Articles 1 to 10 shall not give rise to a claim for any reimbursement of charges or costs from the applicant or from the deciding authority.

3. Application forms and any other documentation transmitted in accordance with Articles 6 to 10 shall be exempted from authentication or any equivalent formality.

CHAPTER II

NATIONAL SCHEMES ON COMPENSATION

Article 12

1. The rules on access to compensation in cross-border situations drawn up by this Directive shall operate on the basis of Member States' schemes on compensation to victims of violent intentional crime committed in their respective territories.

2. All Member States shall ensure that their national rules provide for the existence of a scheme on compensation to victims of violent intentional crimes committed in their respective territories, which guarantees fair and appropriate compensation to victims.

CHAPTER III

IMPLEMENTING PROVISIONS

Article 13

Information to be sent to the Commission and the manual

1. Member States shall, no later than 1 July 2005, send to the Commission details of:

(a) the list of authorities established or designated in accordance with Articles 3(1) and 3(2), including, where appropriate, information on the special and territorial jurisdiction of these authorities;

(b) the language(s) referred to in Article 11(1)(a) which the authorities can accept for the purpose of applying Articles 6 to 10 and the official language or languages other than its own which is or are acceptable to it for the transmission of applications in accordance with Article 11(1)(b).

(c) the information established in accordance with Article 4;

(d) the application forms for compensation;

Member States shall inform the Commission of any subsequent changes to this information.

2. The Commission shall, in cooperation with the Member States establish and publish on the internet a manual containing the information provided by the Member States pursuant to paragraph 1. The Commission shall be responsible for arranging the necessary translations of the manual.

Article 14

Standard form for transmission of applications and decisions

Standard forms shall be established, at the latest by 31 October 2005, for the transmission of applications and decisions in accordance with the procedure referred to in Article 15(2).

Article 15

Committee

1. The Commission shall be assisted by a Committee.

2. Where reference is made to this paragraph, Articles 3 and 7 of Decision 1999/468/EC shall apply.

3. The Committee shall adopt its Rules of Procedure.

Article 16

Central contact points

Member States shall appoint a central contact point for the purposes of:

(a) assisting with the implementation of Article 13(2);

(b) furthering close cooperation and exchange of information between the assisting and deciding authorities in the Member States; and

(c) giving assistance and seeking solutions to any difficulties that may occur in the application of Articles 1 to 10.

The contact points shall meet regularly.

Article 17

More favourable provisions

This Directive shall not prevent Member States, in so far as such provisions are compatible with this Directive, from:

(a) introducing or maintaining more favourable provisions for the benefit of victims of crime or any other persons affected by crime;

(b) introducing or retaining provisions for the purpose of compensating victims of crime committed outside their territory, or any other person affected by such a crime, subject to any conditions that Member States may specify for that purpose.

Article 18

Implementation

1. Member States shall bring into force the laws, regulations and administrative provisions necessary to comply with this Directive by 1 January 2006 at the latest, with the exception of Article 12(2), in which case the date of compliance shall be 1 July 2005. They shall forthwith inform the Commission thereof.

2. Member States may provide that the measures necessary to comply with this Directive shall apply only to applicants whose injuries result from crimes committed after 30 June 2005.

3. When Member States adopt these measures, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. The methods of making such reference shall be laid down by the Member States.

4. Member States shall communicate to the Commission the text of the main provisions of domestic law, which they adopt in the field governed by this Directive.

Article 19

Review

No later than by 1 January 2009, the Commission shall present to the European Parliament, the Council and the European Economic and Social Committee a report on the application of this Directive.

Article 20

Entry into force

This Directive shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

Article 21

Addressees

This Directive is addressed to the Member States.

Done at Luxembourg, 29 April 2004.

For the Council

The President

M. McDOWELL

European Parliament

Chair

Committee on Petitions

Brussels,
YS/as [IPOL-COM-PETI D (2024)12046]

Mr Jonathan Levy
Bracken Road 51, Carlisle Offices
D18CV48 Dublin - Sandyford
IRLANDE

Subject: Petition No. 0421/2020

Dear Mr Levy,

I am pleased to inform you that the Committee on Petitions continued its examination of your petition at its meeting of 19 March 2024, taking due account of the written information provided by the European Commission.

For your information, I am enclosing a copy of the Commission's considered opinion.

On the basis of this opinion, the Committee on Petitions has decided to conclude its examination of your petition and thus to close your file.

Let me take this opportunity to thank you for exercising your right to petition.

Yours sincerely,

Dolors Montserrat
Chair
Committee on Petitions

Annex: Commission's reply (CM\1215601EN)

European Parliament
2019-2024

Committee on Petitions

12.10.2020

NOTICE TO MEMBERS

Subject: Petition No 0421/2020 by Jonathan Levy (US) on the need to set up a crypto assets fund for crypto crime victims

1. Summary of petition

The petitioner indicates that the victims of crypto crime are defrauded of thousands of millions of euros annually. He points out that the European Parliament has already called for measures to regulate crypto assets and observes that, to date, no crypto asset funding has been set aside to compensate the victims of directly related criminal activities. The petitioner is therefore seeking the introduction of a regulatory scheme to compensate victims. He is acting on behalf of the victims of crypto crime (fraud, piracy and extortion) illegally targeting or making criminal use of crypto assets. Victims have attempted to recoup their losses in different ways such as legal proceedings in national courts, criminal complaints to national authorities, bank transfers, credit card reversals and block chain tracking.

None of these remedies has been successful owing to the multi-jurisdictional nature of the crypto-currency transaction.

Similarly, the petitioner notes that neither the Commission nor the European Ombudsman have declared themselves competent in this matter. He urges the European Parliament to act directly to help the victims of crypto-active crimes as part of its EU strategy for the creation of a genuine single market for digital financial services.

2. Admissibility

Declared admissible on 14 July 2020. Information requested from Commission under Rule 227(6).

3. Commission reply, received on 12 October 2020

On 24 September 2020, the Commission put forward a comprehensive proposal on crypto-assets[1]. This proposal endeavours to provide legal certainty for crypto-assets, high levels of consumer protection and market integrity within crypto-asset markets as well as ensuring financial stability.

This new proposal will be complementary to the already implemented 5th Anti-Money Laundering Directive[2] in helping to tackle these issues. Creating legal certainty for crypto-assets may assist victims to seek redress through existing channels by removing the doubts sometimes surrounding crypto-assets. Additionally, bringing transparency requirements to issuers of crypto-assets will help mitigate the risks of fraud, while operational requirements for key crypto-asset service providers is vital to limit the amount of hacks.

This proposal fully reflects updates in the international recommendations from the Financial Action Task Force, and prepares the ground for more substantive changes to the EU money laundering framework in 2021.

Fraud, theft (hacking) and extortion involving crypto-assets are criminal activities and matters of criminal law, which should be pursued through national law enforcement agencies and national channels. Certain specific compensation schemes exist at national level, for example investor compensation schemes and, in some Member States, other financial services compensation schemes, but these remain national, even if they tackle in part issues covering multiple jurisdictions (consumers in many Member States are often compensated directly from the first port of call - their bank - in matters of online fraud).

The examples mentioned by the petitioner (fraud, hacking, extortion) are not specific to crypto-assets, and regardless of whether the loss incurred concerns crypto-assets, fiat money or other value, investors or consumers have to seek redress through national law enforcement and existing channels. The Commission does not have the competence to set up a compensation fund for victims of financial crime. Furthermore, most losses suffered - through for example fraudulent initial coin offerings (ICOs) or hacks of cryptocurrency exchanges - occur outside of the EU.

In addition, the Commission would like to inform the Committee on Petitions that EU rules exist on compensation for victims of violent, intentional crime. The 2004 Directive on compensation[3] facilitates access to compensation for victims of violent, intentional crimes that took place in other Member States but also in their Member State of residence[4]. Depending on the circumstances of a particular case, it cannot be excluded that certain types of crime involving crypto-assets (for instance extortion) may constitute violent, intentional crime that

[1] COM(2020) 593 final.
[2] Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU (Text with EEA relevance), *OJ L 156, 19.6.2018, p. 43–74.*
[3]Council Directive 2004/80/EC of 29 April 2004 relating to compensation to crime victims, *OJ L 261, 6.8.2004, p. 15–18.*
[4] See recent judgment of the Court of Justice of the European Union in case C-129/19, Presidenza del Consiglio dei Ministri v BV, in particular points 55, 56.

may fall under the EU rules on compensation. It is up to the competent national authorities to decide in individual cases.

Conclusion

The Commission suggests that the petitioners continue to pursue their respective cases through national law enforcement agencies and seek compensation through existing channels or with the legal persons responsible for their loss. EU rules on compensation may be applicable in cases of intentional violent crime.

Swedish citizen Pehr Karlsson with EUROPOL fugitive Ruja Ignatova

THE TIMES
THURSDAY JULY 13 2023

MENU

OneCoin founder Dr Ruja Ignatova
ONECOIN

BUSINESS

Leading OneCoin backers linked to Irish cryptocurrency MingoCoin

Brian Carey

Sunday November 24 2019, 12.01am GMT, The Sunday Times

Share Save

Two senior members of the discredited OneCoin cryptocurrency sales network are listed as shareholders of a fledgling Irish cryptocurrency.

Peter Shaw and Pehr Karlsson are shareholders in Funlz, which is seeking to develop MingoCoin, a cryptocurrency linked to a new messaging aggregator app. Funlz founder Joe Arthur said that the two men were “friends of a friend”, and he had never met them.

Arthur said the individuals had no role or connection with

Funlz, aside from being minor and passive investors. He said he was unaware of their involvement in OneCoin. Shaw and Karlsson invested small sums in Funlz in 2016.

Last week a New York jury found Mark Scott, a US attorney, guilty of conspiracy to launder the proceeds of what investigators there called the OneCoin "Ponzi scheme". It was alleged Scott earned $50m (€45m) from his efforts in routing $400m out of America. Some OneCoin proceeds passed through company accounts with Bank of Ireland in Dublin. The bank has provided information to the US authorities.

Investigators estimate that OneCoin could have raised as much as $4bn internationally. Its founder Dr Ruja Ignatova, an ex-McKinsey consultant, has not been seen publicly since 2017. Her brother Konstantin Ignatov has pleaded guilty to charges of money laundering and fraud. Scott and Konstantin Ignatov face lengthy jail sentences.

OneCoin raised money from investors at large-scale sales events across the world and recognised "leaders" based on how many people they could recruit to invest. Karlsson was a top-ranked "Crown Diamond" leader and Shaw, who lived in Co Kildare for a period, was a "Blue Diamond" leader. Neither man is in any way subject to the US proceedings.

Related articles

THE TIMES
MENU THURSDAY JULY 13 2023

Mingo founder Joe Arthur

BUSINESS FEATURES

Mingo's tale from the crypto faces an unclear end

Mingo creators' plan to link social apps with a digital currency lives on, but for how long

Brian Carey

Sunday November 24 2019, 12.01am GMT, The Sunday Times

For three years Joe Arthur, a former metalwork teacher from Co Westmeath, and his wife Deirdre, a hairdresser, lived the tech dream. As the story goes, Deirdre Arthur came back to the couple's home in Mullingar from a Christmas shopping trip in Dublin bemoaning the amount of time she spent tracking messages across various sites and apps, from Facebook to WhatsApp.

Joe, who once tried to sell coconut water onto Ryanair flights,

was inspired. Not only would he devise an app to manage messaging in one place, Mingo, he would use the technology to distribute a cryptocurrency across the billions of users of messaging apps around the world.

The idea garnered the apparent endorsement of One Direction star Niall Horan, hypnotist Keith Barry and footballer Paul Scholes, not to mention Irish tech royalty in Fran Rooney, the former chief executive of Baltimore Technologies — who reportedly became the Mingo chairman — and Enterprise Ireland.

In March 2018, the Arthurs and Rooney attended Ireland Day at the New York Stock Exchange, where they were pictured with billionaire Denis O'Brien. A month later, the couple delivered the keynote closing speech at the Dublin Tech Summit, where they launched an initial coin offering (ICO), a cryptocurrency version of a stock market listing, aimed at raising up to €30m.

Some 18 months on and the trajectory of Ireland's cryptocurrency start-up has tapered. The ICO was pulled and, like the sector itself, Mingo has lost some of its lustre. Rooney is no longer associated with the company. He was never a director.

While Mingo won a Competitive Feasibility Fund award from Enterprise Ireland, it has not drawn down any money. Funlz, the company that owns Mingo, is struck off, having failed to file its annual return on time.

The celebrity shine also seems to have worn off. Scholes downloaded an early version of the Mingo app in 2016 as both he and the company supported an autism charity. Barry created a Mingo-themed video featuring his mentalist abilities, which the company expected to go viral — it has attracted a little more than 2,500 views in four years.

Mullingar man Horan was to be the poster boy for Mingo. Once

described as a shareholder and "strategic partner" in company documents, the pop star was allegedly going to leverage his almost 40m Twitter followers to help build Mingo's profile. In a white paper, a type of information memorandum, prepared in 2017, it was stated that Horan "will be focused on driving users to MingoMessenger by tweeting about Mingo and offering his followers exclusive content".

However, a post on blog-hosting site Medium in August 2018 says that, following a "cryptocurrency scare", some of Horan's advisers decided to "distance him" from the technology. The singer still "liked the product", blogged technologist Ken Anderson, a US-based adviser to Mingo, "but could not endorse any more due to the media".

While Horan did not invest in Funlz, The Sunday Times has established that two men listed as shareholders in the company were champions of OneCoin, a cryptocurrency scheme. OneCoin's founder Dr Ruja Ignatova is currently the subject of a serious fraud investigation in America.

Swede Pehr Karlsson and Briton Peter Shaw, who were active in recruiting members to the OneCoin membership network, invested in Funlz in March 2017. Neither Karlsson or Shaw are accused of any wrongdoing at OneCoin, or implicated in the US probe. Joe Arthur says that Karlsson and Shaw were "friends of a friend", and never had any involvement in Mingo beyond being minor and passive investors. Arthur, who worked for a number of companies in the UK before returning to Ireland to teach, remains committed to the project. He said Funlz hopes to finalise an agreement with a European investment house shortly and is in the process of being restored to the Companies Office register.

The business had a difficulty finalising its accounts as "no Irish auditors has had to account for cryptocurrency in the past", he said. Arthur added that Mingo had raised "about €1m" so far

from investors. A big chunk of that was spent on the unsuccessful ICO.

In a blog last year, Anderson said there was a reason why nobody had managed to crack a chat aggregator, because it is “really hard”. Arthur is keeping that dream alive.

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EXHIBIT A-2

Exhibit A-2

Actual TD Account and Forex Account Relationship

Source: GX-723-B; GX-730-A

Legend

Alleged SUA Proceeds

Accounts shown on GX-2626 and GX-2623

Linda Cohen
$22,577.29 (0.21%)

William Horn
$6,062.60 (0.06%)

Other Sources
$10,539,832.84 (99.73%)

TD Bank x7544
SecurePoint 360
"Dirty" Funds = 0.27%; Other Funds = 99.73%

$2,287,642.67 to 35 U.S. beneficiaries
$8,058,373.26 to Bannockburn Forex

3W Plane	Asia Pacific Bridge Co, Ltd	Alchemy Fund	Alyx Cheeney	Adean Word	Bannockburn Forex
Brad Byler	Compass Global Markets	Copilot Ventures Fund Ii	Creative Concept Center	Dale Yoder	Erwin Pascua
GCAP USA	Greenbox , Inc	J & J Resources Inc	Jeff Litzenberger	Joseph Perry	Matthew Lopez
Mobile Cloud Jlt	Nu World Title of Davie, LLC	Ole Elite Corp, Inc.	Ole Resources LLC	Os Pharma S.A. De C.V.	Purlio, LLC
Return IMAD	Rudy Title & Escrow, LLC	Robert L Stewart	Richard L Marks	Ruth Laura Millar	Sandp Solutions Inc
Solarchy Sa De Cv	SecurePoint Corporation	The Maristella Group	Trade Solutions Group	Valerie Bielmeier	Virchex, Inc.

Other Sources*
$15,798,358.53 (66.22%)

$8,058,373.26

First Financial Bank (f/k/a/) Bannockburn Global FOREX
Customer Account No 2427847544
Funds from TD Bank=33.78%; Funds from Other Sources=66.22%

$23,856,731.79 to 13 non-U.S. beneficiaries

CK Venture FZE
Emirates NBD Bank PJSC x8903

Funlz Ltd
Bank of Ireland x5592

Futurumnobiset Consulting AB
Skandinaviska Enskilda Banken x4189

IMS GmbH
Deutsche Bank x8901

IMS Pte
United Overseas Bank x6682

IMS International Marketing Services GmbH
Kreissparkasse Steinfurt x6108

International Marketing Services PT
DBS Bank x0017

JP Worldwide Consulting FZE
Emirates NBD Bank PJSC x5803

Merz and Renz GmbH and Co.KG
Sparkasse Pforzheim PJSC x9762

Turk Ekonomi Bank PLC
Talat Kursat x4968

LLOYDS TSB Bank PLC
x9274

Powszechna Kasa Oszczednosci Bank
Global Wire Limited x9423

Ceskoslovenska Obchodni Banka
Grafia Nova s r.o x8575

*Records for the Bannockburn 7544 Account (GX-730-A) appear to show $15.8 million more in deposits from the TD 7544 Account than the records for the TD 7544 Account indicate was sent to the Bannockburn 7544 Account (GX-723-B). In response to a request by counsel for Mr. Scott, the Government was not able to provide any additional records for these accounts to resolve this apparent discrepancy. (*See* Letters dated April 15, 2020 and April 23, 2020, attached Exhibit A-3.

في الطعون رقم 884/2022/445 و 1028/2022/445 و 1084/2022/445 طعن تجاري

SVM-40824/2024

بسم الله الرحمن الرحيم

باسم صاحب السمو الشيخ محمد بن راشد آل مكتوم حاكم دبي

محكمة التمييز

بالجلسة العلنية المنعقدة يوم الاربعاءالموافق ٢١ أغسطس ٢٠٢٤ بمقر محكمة التمييز بدبي

برئاسة القاضي	**محمود عبدالحميد طنطاوي**	**رئيس الدائرة**
وعضوية القاضي	**محمد السيد محمد صالح النعناعى**	**عضو الدائرة**
و القاضي	**طارق يعقوب الخياط**	**عضو الدائرة**

اولا: في الطعن رقم ٨٨٤ لسنة ٢٠٢٢ طعن تجاري

طاعن: د. روجا ايجناتوفا

مطعون ضده: الشيخ / سعود بن فيصل بن سلطان بن سالم القاسمي
مطعون ضده: وان كوين ليمتد (المعروفة سابقاً بـ بروسبير ليمتد)
مطعون ضده: بنك المشرق شركة مساهمة عامة- مكتب ادارة.
مطعون ضده: قيصر ديجراسيا سانتوس
مطعون ضده: مارسيلا ياسمين سيمونز

ثانيا: في الطعن رقم ١٠٢٨ لسنة ٢٠٢٢ طعن تجاري

طاعن: قيصر ديجراسيا سانتوس
طاعن: مارسيلا ياسمين سيمونز
مطعون ضده: الشيخ / سعود بن فيصل بن سلطان بن سالم القاسمي
مطعون ضده: وان كوين ليمتد (المعروفة سابقاً بـ بروسبير ليمتد)
مطعون ضده: د. روجا ايجناتوفا
مطعون ضده: بنك المشرق شركة مساهمة عامة- مكتب ادارة.

ثالثا: في الطعن رقم ١٠٨٤ لسنة ٢٠٢٢ طعن تجاري

طاعن: د. روجا ايجناتوفا
مطعون ضده: الشيخ / سعود بن فيصل بن سلطان بن سالم القاسمي
مطعون ضده: وان كوين ليمتد (المعروفة سابقاً بـ بروسبير ليمتد)
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مطعون ضده: قيصر ديجراسيا سانتوس
مطعون ضده: مارسيلا ياسمين سيمونز

اصدرت الحكم التالي

في الطعون رقم 884/2022/445 و 1028/2022/445 و 1084/2022/445 طعن تجاري

SVM-40824/2024

بعد الاطلاع على الأوراق وسماع تقارير التلخيص التي أعدها وتلاها بالجلسة السيد القاضي المقرر/ محمد السيد النعناعي والمرافعة، وبعد المداولة.

حيث إن الطعون استوفت أوضاعها الشكلية.

وحيث إن وقائع الدعوى ومستندات الخصوم ودفاعهم قد تناولها الحكم المستأنف والحكمين الصادرين من محكمة الاستئناف في ٢٨-٩-٢٠٢١ و ٢٨-٦-٢٠٢٢ والحكمين الصادرين من هذه المحكمة في ٨-١٢-٢٠٢١ و ١٤-١٢-٢٠٢٢ التي تحيل المحكمة إليها معتبرة أسبابها في شأنها مكملة لأسباب هذا الحكم، وتتحصل في أن الطاعنة في الطعنين الأول والثالث أقامت الدعوى رقم ٧٢٤ لسنة ٢٠٢٠ تجاري كلي علي المطعون ضدهم الثلاثة الأول في هذين الطعنين بطلب الحكم أولا: إثبات ملكيتها لكامل أسهم وحصص الشركة المطعون ضدها الثانية. ثانيا: بطلان عقد البيع المؤرخ ٢٨-٢-٢٠١٧ الذي باع بموجبه المطعون ضدهما الأخيرين للمطعون ضده الأول كامل حصصهما في الشركة المطعون ضدها الثانية، واحتياطيا بعدم نفاذه في مواجهة الطاعنة، واحتياطيا كليا بصوريته. ثالثا: إلزام المطعون ضده الثالث بعدم صرف أية مبالغ من حسابات الشركة المطعون ضدها الثانية للمطعون ضده الأول خصوصا قيمة شيك المدير المودع بالحافظة المرفقة بالصحيفة. رابعا: إلزام المطعون ضده الثالث بأن يؤدي للطاعنة مبلغ ٢٠٩,٣٧١,٣٠٠.٩٢ درهم قيمة الشيك المشار إليه والفائدة من تاريخ رفع الدعوى وحتى السداد التام. وقالت بيانا لدعواها أن المطعون ضدها الثانية هي شركة منطقة حرة مُرخص لها من المنطقة الحرة للشركات الدولية برأس الخيمة وذلك وفق ما هو ثابت بشهادة تولي المناصب الصادرة في ١-١١-٢٠١٥ والتي تثبت أن الشركاء في الشركة المذكورة هما المطعون ضده الرابع ويمتلك ٥٠٠ سهم والتي تمثل نصف الحصص والمطعون ضدها الأخيرة وتمتلك ٥٠٠ سهم والتي تمثل نصف الحصص وبموجب الإقرارين الموثقين لدى الكاتب العدل بجمهورية بنما الصادرين عن المطعون ضدهما الأخيرين فإن الطاعنة هي المالك للشركة المذكورة وفي غضون عام ٢٠١٥ كان رصيد الحساب البنكي للشركة المذكورة لدى البنك المطعون ضده الثالث مبلغ مقداره ٢٠٩,٣٧١,٣٠٠.٩٢ درهم وقد قام الأخير بإغلاق الحساب خشية من شبهة غسيل الأموال وحرر شيك مدير (مقبول الدفع) لأمر تلك الشركة وأبلغ المصرف المركزي بالواقعة كما تم فتح بلاغ جنائي بالنيابة العامة برقم ١ لسنة ٢٠١٦ غسيل أموال وقد زعم المطعون ضده الأول للطاعنة بقدرته على الدفاع عن مصالحها وإثبات سلامة أموالها من شبهة غسيل الأموال وذلك مقابل مبلغ نقدي وحرر صيغة وكالة قامت بالتوقيع عليها كما طلب أن يقوم الشريكين السالفي الذكر –المطعون ضدهما الأخيرين- بمنحه توكيلا عاما يبيح له التدخل لدى المصرف المركزي وأن يستصدر أمرا بفك تجميد أموال الطاعنة والشركة المطعون ضدها الثانية إلا أنه استغل هذه التوكيلات في إبرام عقد مؤرخ ٢٨-٢-٢٠١٧ بتحويل حصص الشركة المطعون ضدها الثانية بينه وبين الشريكين السالفي الذكر بموجبه تم تحويل كامل أسهم الشريكين في الشركة المشار إليها لاسمه وعند علم الطاعنة بذلك قامت بإلغاء التوكيل الصادر منها للمطعون ضده الأول وقد حاول الأخير صرف شيك المدير الصادر من البنك المطعون ضده الثالث لصالح الشركة المطعون ضدها الثانية إلا أن البنك المذكور امتنع عن صرف الشيك بسبب قرار تجميد أموال الشركة فقام برفع الدعوى رقم ٢٠٩ لسنة ٢٠١٩ تجاري كلي ضد البنك المطعون ضده الثالث لإلزامه بقيمة الشيك وقد قضي في تلك الدعوى بعدم القبول وبتاريخ ٧-٧-٢٠٢٠ تصرفت النيابة العامة في بلاغ غسيل الأموال المشار إليه بحفظ الأوراق إداريا بعد انتفاء شبهة غسيل الأموال اعتمادا على تقرير الخبرة المنتدبة في البلاغ ولما كانت الطاعنة هي المالكة الحقيقية للشركة المطعون ضدها الثانية فإن المطعون ضده الثاني يكون غير مستحق لمبلغ الشيك سالف البيان ومن ثم فقد أقامت الدعوي للحكم لها بالطلبات السابقة. وأثناء نظر الدعوي طلبت الطاعنة إدخال المطعون ضدهما الأخيرين خصمين جديدين في الدعوي وبتعديل طلباتها إلي الحكم أولا: بإثبات صورية ملكية الخصمين المدخلين –المطعون ضدهما الأخيرين- لحصص الشركة المطعون ضدها الثانية وإثبات ملكية الطاعنة لها. ثانيا: ببطلان عقد البيع المؤرخ ٢٨-٢-٢٠١٧ المبرم بين المطعون ضدهما الأخيرين والمطعون ضده الأول والذي باع بموجبه المذكورين للأخير كامل حصصهما في الشركة المطعون ضدها الثانية واحتياطيا بعدم نفاذه في مواجهتها. ثالثا: إثبات ملكية الطاعنة لكامل أسهم وحصص الشركة المطعون ضدها الثانية. رابعا: إلزام المطعون ضده الثالث أن يؤدي للطاعنة مبلغ مقداره ٢٠٩,٨٦٨,٠١١.١٩ درهم والفائدة القانونية بواقع ٩ % من تاريخ رفع الدعوى وحتى السداد التام. وطلب المطعون ضدهما الأخيرين التدخل إنضماميا إلي جانب الطاعنة في طلباتها. ندبت المحكمة خبيرا، وبعد أن أودع تقريره حكمت بتاريخ ٢٦ - ٥ - ٢٠٢١ ببطلان عقد بيع الحصص وملحق النظام الأساسي وعقد

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تأسيس شركة وان كوين ليمتد المعروفة سابقا باسم بروسبير ليمتد –المطعون ضدها الثانية- المؤرخ ٢٨-٢-٢٠١٧ وثبوت ملكية الطاعنة لكامل حصصها وأسهمها، ورفضت ما عدا ذلك من طلبات. استأنف المطعون ضدهما الأول والثانية هذا الحكم بالاستئناف رقم ١٧١٧ لسنة ٢٠٢١ تجاري، وبتاريخ ٢٨-٩-٢٠٢١ قضت المحكمة بإلغاء الحكم المستأنف والقضاء مجددا بعدم اختصاص محاكم دبي ولائيا بنظر الدعوى. طعنت الطاعنة في هذا الحكم بالتمييز رقم ١١٥٠ لسنة ٢٠٢١ تجاري، وبتاريخ ٨-١٢-٢٠٢١ حكمت المحكمة بنقض الحكم المطعون فيه وإحالة الدعوى إلى محكمة الاستئناف للفصل فيها من جديد. وبعد نظر محكمة الاستئناف الدعوي، حكمت بتاريخ ٢٨-٤-٢٠٢٢ بإحالة الدعوى إلى التحقيق لإثبات ونفي ما تدون بمنطوق الحكم، وبعد أن استمعت المحكمة إلي شاهدي المطعون ضدهما الأولين، قضت بتاريخ ٢٨-٦-٢٠٢٢ بإلغاء الحكم المستأنف والقضاء مجددا برفض الدعوى. طعنت الطاعنة في هذا الحكم بالطعنين بالتمييز رقمي ٨٨٤ و١٠٨٤ لسنة ٢٠٢٢ تجاري، كما طعن المطعون ضدهما الأخيرين علي ذات الحكم بالطعن بالتمييز رقم ١٠٢٨ لسنة ٢٠٢٢ تجاري، وبتاريخ ١٤-١٢-٢٠٢٢ حكمت المحكمة في الطعون أرقام ٨٨٤ و١٠٨٤ و١٠٢٨ بنقض الحكم المطعون فيه، وقبل الفصل في موضوع الاستئناف رقم ١٧١٧ لسنة ٢٠٢١ تجاري بندب لجنة من ثلاثة خبراء لتنفيذ المهمة المبينة في منطوق ذلك الحكم.

وحيث باشرت اللجنة مهمتها وأودعت تقريرها الذي خلصت فيه إلي أنه في حال ثبت صحة عقد البيع المؤرخ ٠١/١٠/٢٠١٥ المنسوب للمطعون ضدهما الرابع والخامسة أو الإقرار المنسوب الى الطاعنة (بدون تاريخ) أو أخذت المحكمة بشهادة المدعو / وصفي محمد عبد الكريم قام المطعون ضدهما الرابع والخامسة ببيع الشركة المطعون ضدها الثانية الى المطعون ضده الأول مقابل عدد (٢٣٠,٠٠٠) عملة بتكوين (البالغ قيمة تداولها في ذلك التاريخ مبلغ ١٩٨,٢٦٠,٠٠٠ درهم) تم تسليمها اليهما عن طريق الطاعنة من خلال عدد (٤) فلاشات ميموري التي سبق ان استلمتها الأخيرة من المطعون ضده الأول، ليقوم المطعون ضده الأول بنقل ملكية المطعون ضدها الثانية لصالحه بموجب الوكالات الصادرة له من المطعون ضدهما الرابع والخامس بصفتهما المالكين السابقين للمطعون ضدها الثانية، بلغ المبلغ المترصد بحساب المطعون ضدها الثانية بحساب البنك المطعون ضده الثالث والذي قام الأخير مؤخراً بإيداعه خزينة المحكمة مبلغ ٢٠٩,٨٦٨,٠١١.١٩ درهم، وحيث لم يقدم للجنة الخبرة اية مستندات تفيد وجود اية أصول أو التزامات بذمة الشركة المطعون ضدها الثانية، فإن صافي قيمة أصول الشركة المطعون ضدها الثانية (النقدية المتوفرة في حسابها البنكي) تكون متناسبة مع قيمة ما قام المطعون ضده الأول بسداده من عملات بتكوين مقابل شرائها كما في ٠١/١٠/٢٠١٥ ، وفي حال ثبوت عدم صحة عقد البيع المؤرخ ٠١/١٠/٢٠١٥ المنسوب للمطعون ضدهما الرابع والخامسة والإقرار المنسوب الى الطاعنة (بدون تاريخ) وعدم الأخذ بشهادة المدعو / وصفي محمد عبد الكريم، فقد تبين قيام الطاعنة والمطعون ضدهما الرابع والخامسة بتحرير وكالة لصالح المطعون ضده الأول للقيام نيابة عنهم بالتصرف في الرخص التجارية أو المهنية أو الصناعية بالتنازل أو الرهن وفك الرهن سواء لنفسه او للغير...الخ، ليقوم المطعون ضده الأول مستغلاً الوكالة المحررة اليه من المطعون ضدهما الرابع والخامسة بنقل ملكية المطعون ضدها الثانية لنفسه دون إذن أو موافقة من أي من الطاعنة (بصفتها المالك الحقيقي للمطعون ضدها الثانية) أو المطعون ضدهما الرابع والخامسة (بصفتهما المالكين الصوريين للمطعون ضدها الثانية)، وذلك مقابل مبلغ ١,٠٠٠ درهم فقط، والذي لا يتناسب مع قيمة الشركة والمترصد بحسابها لدى البنك المطعون ضده الثالث والذي قام الأخير مؤخراً بإيداعه خزينة المحكمة مبلغ ٢٠٩,٨٦٨,٠١١.١٩ درهم في ظل عدم تقديم اية مستندات تفيد وجود اية التزامات بذمة الشركة المطعون ضدها الثانية.

وبتاريخ ٢١-٢-٢٠٢٤ حكمت المحكمة وقبل الفصل في الدفوع والموضوع بندب الإدارة العامة للأدلة الجنائية وعلم الجريمة بشرطة دبي لتندب أحد خبراء الخطوط خبيراً في الدعوى للاطلاع على –الإقرار- المستند المنسوب التوقيع عليه من الطاعنة والمقدم ضمن حافظة مستندات المطعون ضدهما الأولين –قرين رقم ١- إلى محكمة أول درجة بتاريخ ٢١-٣-٢٠٢١ لمضاهاة التوقيع المنسوب إلي الطاعنة الثابت به مع توقيعها الثابت على التوكيل الموثق لدى الكاتب العدل بدبي تحت رقم ٢٠٠٥٣٤/١/٢٠١٦ و الصادر منها للمطعون ضده الأول وأية مستندات رسمية أو عرفية موقع عليها منها ومعترف بها من الخصوم لبيان ما إذا كان التوقيع المنسوب إليها علي الإقرار المشار إليه هو لها من عدمه.

وحيث وردت مذكرة قسم الفحص بالإدارة العامة للأدلة الجنائية وعلم الجريمة مؤرخة ١-٥-٢٠٢٤ تضمنت عدم حضور الطاعنة للاستكتاب.

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وبناء علي استدعاء المحكمة للخبير المنتدب لفحص المستند المطعون عليه بالتزوير للحضور أمامها بجلسة ٢٩-٥-٢٠٢٤ ومناقشته بتلك الجلسة بشأن مضاهاة التوقيع حسب الحكم التمهيدي الصادر من هذه المحكمة والسالف بيانه، قررت المحكمة استمرار مرافعة لجلسة ٥-٦-٢٠٢٤ لتنفيذ الخبير المأمورية الواردة بالحكم التمهيدي الصادر من هذه المحكمة بتاريخ ٢١-٢-٢٠٢٤ ولورود التقرير.

وحيث ورد تقرير الإدارة العامة للأدلة الجنائية وعلم الجريمة بشرطة دبي المؤرخ ١١-٦-٢٠٢٤ والذي انتهي إلي أن اليد المحررة للتوقيع المذيل به الإقرار موضوع الفحص المنسوب صدوره للطاعنة د. روجا ايجناتوفا ليست بذات اليد المحررة للتواقيع نماذج المضاهاة المنسوب صدورها إليها.

وبجلسة ٢٦-٦-٢٠٢٤ حضرت الطاعنة في الطعنين الأول والثالث بوكيل عنها محام طلب حجز الطعن للحكم، كما حضر المطعون ضدهما الأول والثانية بوكيل عنهما محام وطلب ١) تفريغ جلسة ٢٩-٥-٢٠٢٤ وما صدر من الخبير في خصوص بحث الطعن بالتزوير. ٢) الطعن علي نماذج المضاهاة (عقد تأسيس شركة لورا) والمقدمة للخبير. ٣) وقف الدعوي تعليقا لحين الفصل في الدعوى ٨٧٣٦لسنة ٢٠٢٣استئناف (جناية). ٤) استدعاء الطاعنة (د. روجا) في الطعن ٨٨٤ لسنة ٢٠٢٢ لاستجوابها بشأن التوقيع علي الإقرار واستكتابها ومدى صحة توكيل الخصم. ٥) انتداب لجنة ثلاثية من الأدلة الجنائية لاستكتاب الطاعنة د. روجا. كما قدم ثلاث مذكرات بالدفاع تمسك فيها بالطعن بالتزوير على ما اثبت بمحضر جلسة ٢٩-٥-٢٠٢٤ حيث لم يتم اثبات ما شهد به خبير الادلة الجنائية حازم حسن السيد من ضرورة استكتاب الطاعنة وانه حال عدم استكتابها تكون النتيجة ترجيحية ونطلب اعادة تفريغه على الوجه الصحيح واعادتها للأدلة الجنائية للجنة ثلاثية مع التأكيد على حضورها للاستكاب كما شهد وطلب محرر تقرير الادلة الجنائية فهو فنى وشهد فى مسالة فنية لا دخل للمحكمة بها حتى وان كانت الخبير الاعلى فلا يجوز لها الالتفات عن طلبه استكتاب الطاعنة واستبعاد اوراق المضاهاه المشكوك فى صحتها والتى لم يوافق عليها المطعون ضده، وبوقف الدعوى تعلقيا لحين الفصل فى الدعوى الجزائية برقم ٨٧٣٦ لسنة ٢٠٢٣ استئناف (جناية) قيد التحقيق والتى تم ضبط الوكاله المزورة بها وهى قيد التحقيق واستدعاء روجا بشخصها ولو بالحضور الكترونيا للتأكد من صحة الوكاله خاصة وانه ثبت الدليل على تزويرها (بشهادة الكاتب العدل المنسوبة اليه – بخطاب السفارة السيشيلية) واستجواب وحضور الطاعنة (شخصياً) امام المحكمة بشأن هل وكلت ميمون من عدمه، والثابت تزوير وكالته، وهل وكلت المحامى الحاضر عنها امام اول درجة امام درجات التقاضى من عدمه، وبجحد صورة الاقرارين الموجودين بمستند ٢ و ٣ من حافظة المقدمة امام اول درجة والمرفقة بلائحة الدعوى على النحو الموضح اعلاه – وضحنا مواطن التزوير اعلاه- ونطلب الزام المستأنف ضدها الاولى بتقديمهما للطعن عليهما بالتزوير للأسباب الموضحة أعلاه، ومخاطبة سفارة دولة ألمانيا وسيشل عن طريق وزارة الخارجية والتعاون الدولى للاستعلام عما ان كانت المدعية روجا على قيد الحياة من عدمه حيث الثابت وفقا لوسائل الاعلام وفاتها منذ عام ٢٠١٧ ... وأن الوكيل القانونى الحاضر يحضر بتوكيلات مزورة، الطعن بالتزوير على وكالة السيد/ ميمون مدنى والتى بموجبها تم توكيل الممثل القانونى الحاضر نيابة عن روجا ودلائل التزوير ثابتة بحافظتنا والممثل القانونى على علم بها لكونه طرفاً فى جميع وقائع دلائل التزوير اعلاه، ونطلب الزام الوكيل القانونى بتقديم أصل وكالة ميمون مدنى والتى بموجبها تلقى صفة الوكيل للطعن عليها بالتزوير وإحالة نسخة من تلك الأوراق للنيابة العامة للتحقيق ولتحريك الدعوى الجنائية (تزوير واستعمال محرر مزور مع العلم بتزويره) فى شأن وقائع تزوير وكالة ميمون مدنى لمكتب (العيدروس للمحاماة والاستشارات القانونية) حيث أن الوكالة المزورة تعطى الحق بالصرف والقبض والتسويات والصلح وهذا به من الخطورة البالغة لتدخل النيابة العامة. كما طلب ١- رفض الدعوى. ٢- عدم حجية الإقرارين الصادرين من قيصر ومارسيليا لروجا في مواجهة الشيخ سعود (اصطناع دليل لبعضهم البعض) ٣- الأخذ بشهادة الشاهدين اللذين سمعتهما المحكمة. ٤- عدم قبول الدعوى لعدم صحة التمثيل القانوني للوكيل القانوني الحاضر عن المدعية امام اول درجة وامام الاستئناف لثبوت تزوير الوكالة. ٥- عدم قبول الدعوي لرفعها من غير ذي صفة لعدم ثبوت تملكها لشركة ريسج ليميتد. ٦- عدم قبول الدعوى لاثبات الخبرة المنتدبة ان روجا لم تتملك يوما سهما واحدا فى شركة ون كوين ليميتد. ٧- عدم قبول الدعوى لرفعها من غير ذى صفة لكون المدعية روجا قد أقرت بإقرار - مقدم اصله امام اول درجة- أنها استلمت ثمنها وأقرت بامتلاك قيصر ومارسيليا للشركة محل البيع وانها غير مالكة لها والتزمت بإبلاغ المالكين الأصليين بتوثيق توكيل للشيخ سعود المستأنف بالبيع للنفس أو للغير الذى استلمه وبتوقيع عقد البيع وقد تم. ٨ - عدم جواز نظر الدعوى لسابقة الفصل فيها بالحكم النهائي البات الصادر في الدعوى ١٢٦لسنة ٢٠٢١

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رأس الخيمة. ٩- عدم جواز نظر الدعوى لسابقة الفصل فيها بالحكم النهائي البات الحائز للحجية والصادر من محكمة الفجيرة - موطن روجا - فى الدعوى رقم لسنة ٧٠٢ لسنة ٢٠٢١ مدني جزئي بتاريخ ٢٦/١٢/٢٠٢١.

ومن باب الاحتياط: توجيه اليمين المتممة لروجا بالأتي -بعد حضورها أمام المحكمة والتعرف عليها بهوية رسمية مستخرجة من سجلات دولة الامارات- أقسم بالله العظيم بأننى وكلت المحام على العيدروس لتمثيلى لرفع دعوى ضد الشيخ سعود و أن الوكاله المحررة له صحيحة، وأن شركة ون كوين ليمتيد هى شركة مملوكة لشركة ريسغ ليمتيد واننى المالكة لشركة ريسغ ليمتيد من تاريخ نشأتها حتى الان ولم اتنازل عن اى حصة منها مطلقا، و أن (إدوارد اينريك هاريس روبينسون - وإلفا مارجا بوليفار دى رودرايجوز) غير مالكين لشركة ريسغ ليمتيد وان الشهادة المستخرجة من السجل التجارى من مركز راس الخيمة الدولى للشركات بتاريخ اصدار ٢٩ يونيو ٢٠٢١ تحت رقم ..... والتى تفيد بانهما المالكين للشركة مزورة، و أنهما زورا عقد البيع لتلك الشركة منى لهما، وان الشهادة الصادر من ذات المركز بتصفية الشركة لهما بتاريخ ١٦ مايو ٢٠١٨ مزورة وان ما تحصلا عليه الفا وادواردا من الحكم الصادر فى الدعوى رقم ١٠٩ لسنة ٢٠٢٢ تجارى كلى من امارة دبى والذى يثبت انهما المالكين لشركة ريسغ ليمتد وانهما قاما بتصفية شركة لريسغ ليمتد واستلما اموالها بموجب الحكم المشار اليه لدى بنك المشرق بمبلغ ٢٠,٨٥٥,٣٥٠.٤٦ درهما مزور لانهما غير مالكين للشركة اصلا و أقسم بأننى لم احضر لقصر سمو الشيخ سعود بدولة الامارات عام ٢٠١٥ او فى تاريخ سابق او لاحق ولم اتقابل مع سمو الشيخ سعود مطلقا، ولم استلم منه ٢٣٠,٠٠٠ عملة بيتكوين او اقل او يزيد على أربعة أجهزة فلاش ميمورى ولم استلم اى مقابل ايا كان او اى مبلغ مالى ايا كان من سمو الشيخ سعود كثمن لشركة ون كوين ليمتيد سواء لشخصى او بالنيابة عن قيصر ديجراسيا سانتوس و مارسيلا ياسمين سيمونز وان شركة ون كوين لى مملوكة لى ولم ابعها مطلقا لسمو الشيخ سعود وليست مملوكة لقيصر ومارسيليا ولا (إدوارد إنيركي وإلفا مارجا) ولا لاى ملاك اخرين واقسم باننى لم اوقع على ثمة اقرار بذلك للشيخ سعود ولم ابعها مطلقا له، ولا بانه مالك للشركة ولم اتعهد باحضار وكالات له من قيصر ومارسيليا - كونهما مالكين للشركة - تجيز نقل ملكية الشركة باسمه ولم أحرر له وكاله مطلقا لبيع الشركة.

ومن باب الاحتياط الكلى وفى حال عدم اقتناع المحكمة وفى حال عدم كفاية الدلائل للحكم برفض الطعن والدعوى ونظرا للتزويرات الفجة الثابتة للعيان و التى تجاهلتها المحكممة وخاصة تزوير الوكالات وبشرط إلزام الطاعنة بالحضور بشخصها امام المحكمة بمقرها الكائن ببر دبى والتعرف عليها بهوية رسمية مستخرجة من سجلات دولة الامارات توجيه اليمين الحاسمة لها بالصيغة الاتية: أقسم بالله العظيم بأننى وكلت المحام على العيدروس لتمثيلى لرفع دعوى ضد الشيخ سعود و أن الوكاله المحررة له صحيحة، وأن شركة ون كوين ليمتيد هى شركة مملوكة لشركة ريسغ ليمتيد واننى المالكة لشركة ريسغ ليمتيد من تاريخ نشأتها حتى الان ولم اتنازل عن اى حصة منها مطلقا، و أن (إدوارد اينريك هاريس روبينسون - وإلفا مارجا بوليفار دى رودرايجوز) غير مالكين لشركة ريسغ ليمتيد وان الشهادة المستخرجة من السجل التجارى من مركز راس الخيمة الدولى للشركات بتاريخ اصدار ٢٩ يونيو ٢٠٢١ تحت رقم ..... والتى تفيد بانهما المالكين للشركة مزورة، و أنهما زورا عقد البيع لتلك الشركة منى لهما، وان الشهادة الصادر من ذات المركز بتصفية الشركة لهما بتاريخ ١٦ مايو ٢٠١٨ مزورة وان ما تحصلا عليه الفا وادواردا من الحكم الصادر فى الدعوى رقم ١٠٩ لسنة ٢٠٢٢ تجارى كلى من امارة دبى والذى يثبت انهما المالكين لشركة ريسغ ليمتد وانهما قاما بتصفية شركة لريسغ ليمتد واستلما اموالها بموجب الحكم المشار اليه لدى بنك المشرق بمبلغ ٢٠,٨٥٥,٣٥٠.٤٦ درهما مزور لانهما غير مالكين للشركة اصلا و أقسم بأننى لم احضر لقصر سمو الشيخ سعود بدولة الامارات عام ٢٠١٥ او فى تاريخ سابق او لاحق ولم اتقابل مع سمو الشيخ سعود مطلقا، ولم استلم منه ٢٣٠,٠٠٠ عملة بيتكوين او اقل او يزيد على أربعة أجهزة فلاش ميمورى ولم استلم اى مقابل ايا كان او اى مبلغ مالى ايا كان من سمو الشيخ سعود كثمن لشركة ون كوين ليمتيد سواء لشخصى او بالنيابة عن قيصر ديجراسيا سانتوس و مارسيلا ياسمين سيمونز وان شركة ون كوين لى مملوكة لى ولم ابعها مطلقا لسمو الشيخ سعود وليست مملوكة لقيصر ومارسيليا ولا (إدوارد إنيركي وإلفا مارجا) ولا لاى ملاك اخرين واقسم باننى لم اوقع على ثمة اقرار بذلك للشيخ سعود ولم ابعها مطلقا له، ولا بانه مالك للشركة ولم اتعهد باحضار وكالات له من قيصر ومارسيليا - كونهما مالكين للشركة - تجيز نقل ملكية الشركة باسمه ولم أحرر له وكاله مطلقا لبيع الشركة والله على ما اقول شهيد وان قيصر ماترسيليا لم يبيعا الشركة لسمو الشيخ سعود.

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وحيث قررت المحكمة حجز الدعوي للحكم.

وحيث إنه عما تمسك به المطعون ضدهما الأولين –المستأنفان- من الطعن بالتزوير علي ما أُثبت بمحضر جلسة ٢٩-٥-٢٠٢٤ لعدم إثبات ما شهد به خبير الأدلة الجنائية حازم حسن السيد من ضرورة استكتاب الطاعنة وانه حال عدم استكتابها تكون النتيجة ترجيحية مع إعادة تفريغه على الوجه الصحيح واعادتها للأدلة الجنائية للجنة ثلاثية مع التأكيد على حضورها للاستكتاب واستبعاد اوراق المضاهاة المشكوك فيها من المطعون ضده فهو في غير محله، ذلك أن من المقرر في قضاء محكمة التمييز أن تقدير جدية الادعاء بالتزوير، وكذلك تقدير ان كان الطعن بالتزوير منتجا في النزاع من عدمه هو من سلطة محكمة الموضوع بغير معقب عليها في ذلك من محكمة التمييز بما لها من سلطة فهم الواقع في الدعوى وتقدير الأدلة والمستندات المقدمة فيها، متى أقامت قضاءها على أسباب سائغة لها أصلها الثابت في الأوراق، ومن المقرر -وعلي ما جري به قضاء محكمة التمييز- أن لمحكمة الموضوع السلطة التامة في تحصيل وفهم الواقع في الدعوى وبحث وتقدير الأدلة والمستندات المقدمة إليها تقديما صحيحاً والموازنة بينها وترجيح ما تطمئن إليه، وتقدير عمل أهل الخبرة باعتباره عنصرا من عناصر الإثبات في الدعوى ويخضع لمطلق سلطتها في الأخذ به متى اطمأنت إليه ورأت فيه ما تقتنع به ويتفق مع ما ارتأت أنه وجه الحق في الدعوى، ولا تثريب عليها إن هي لم تستجب لطلب ندب لجنة خبرة ثلاثية طالما وجدت في تقرير الخبير المقدم أمام المحكمة ما يغنيها عن ذلك، ولا عليها إن هي لم تتبع الخصوم في شتى مناحي أقوالهم وحججهم طالما كان في أخذها بالأدلة التي أسست عليها حكمها ما يتضمن الرد الضمني المسقط لتلك الحجج. لما كان ذلك، الخبير المنتدب من الإدارة العامة للأدلة الجنائية لفحص التوقيع المنسوب إلي الطاعنة في الطعنين الأول والأخير علي الإقرار المشار إليه قد قام بمباشرة المأمورية وأودع تقريره المتضمن الإجراءات التي اتخذها والأوراق التي قدمت للمضاهاة والتي خلص منها إلي النتيجة التي انتهي إليها في تقريره المؤرخ ١١-٦-٢٠٢٤ من أن التوقيع الوارد بهذا الإقرار ليس توقيع الطاعنة وكانت المحكمة تطمأن إلي هذه النتيجة وتأخذ بها ومن ثم فإن ما يتمسك به المطعون ضدهما الأولين من الطعن بالتزوير علي محضر جلسة ٢٩-٥-٢٠٢٤ بشأن مناقشة الخبير في شأن تنفيذه مهمته بفحص الإقرار سالف البيان بزعم أن ذلك المحضر لم يتضمن ما أشار إليه الخبير من ضرورة استكتاب الطاعنة حتي يتسني له التوصل إلي نتيجة قطعية بشأن مدي صحة التوقيع المنسوب إليها محل الفحص –أيا كان وجه الرأي في صحة هذا الادعاء- أصبح غير ذي جدوي بعد مباشرة الخبير لمهمته وتقديمه تقرير عنها وبالتالي فإن الطعن بالتزوير المبدي من المطعون ضدهما الأولين علي محضر الجلسة المشار إليه يكون غير منتج في النزاع.

وحيث إنه عما تمسك به المستأنفان من طلب وقف الدعوى تعليقا لحين الفصل فى الدعوى الجزائية رقم ٨٧٣٦ لسنة ٢٠٢٣ استئناف (جناية) قيد التحقيق واستدعاء روجا بشخصها ولو بالحضور الكترونيا للتأكد من صحة الوكالة وهل وكلت ميمون من عدمه، والثابت تزوير وكالته، وهل وكلت المحامي الحاضر عنها امام اول درجة امام درجات التقاضي من عدمه، ومخاطبة سفارة دولة ألمانيا وسيشل عن طريق وزارة الخارجية والتعاون الدولى للاستعلام عما ان كانت المدعية روجا على قيد الحياة من عدمه حيث الثابت وفقا لوسائل الاعلام وفاتها منذ عام ٢٠١٧ وأن الوكيل القانوني الحاضر يحضر بتوكيلات مزورة، والطعن بالتزوير على وكالة السيد/ ميمون مدنى والتى بموجبها تم توكيل الممثل القانونى الحاضر نيابة عن روجا وإلزام الوكيل القانونى بتقديم أصل وكالة ميمون مدنى والتى بموجبها تلقى صفة الوكيل للطعن عليها بالتزوير، وإحالة نسخة من تلك الأوراق للنيابة العامة للتحقيق ولتحريك الدعوى الجنائية (تزوير واستعمال محرر مزور مع العلم بتزويره) فى شأن وقائع تزوير وكالة ميمون مدنى لمكتب (العيدروس للمحاماة والاستشارات القانونية) حيث أن الوكالة المزورة تعطى الحق بالصرف والقبض والتسويات والصلح وهذا به من الخطورة البالغة لتدخل النيابة العامة، فهو في غير محله ذلك أن من المقرر –في قضاء محكمة التمييز- أنه اذا فصلت محكمة التمييز في حكمها الناقض في مسألة كانت محل نزاع بين الخصوم فإن حكمها الناقض يحوز بشأنها قوة الأمر المقضي بما لا يجوز معه سواء للخصوم أو لمحكمة الاحالة مخالفة هذه الحجيه أو العودة الى مناقشة تلك المسألة ولو بأدلة قانونية أو واقعيه جديده، ومن المقرر –وعلي ما جري به قضاء محكمة التمييز- أن الأحكام التي حازت حجية الأمر المقضي تكون حجة فيما فصلت فيه من خصومة ولا يقبل دليل ينقض هذه الحجية ويمتنع على الخصوم التنازع في المسألة التي فصل فيها الحكم السابق بدعوى تالية ولو بأدلة قانونية أو واقعية لم تسبق إثارتها في الدعوى السابقة أو أثيرت فيها ولم يبحثها الحكم الصادر في تلك الدعوى طالما كانت تلك المسألة هي بذاتها الأساس فيما يدعيه أي من الطرفين قبل الآخر من حقوق مترتبة عليها، ولا يغير من ذلك اختلاف الطلبات في

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الدعويين أو أن يكون الحكم السابق قد خالف القانون أو أخطأ في تطبيقه، ذلك أن قوه الأمر المقضي تغطى الخطأ في تطبيق القانون وتسمو على قواعد النظام العام. لما كان ذلك، وكانت محكمة التمييز قد سبق لها أن بتت في حكمها الناقض الصادر بتاريخ ١٤-١٢-٢٠٢٢ في الطعون بالتمييز أرقام ٨٨٤ و١٠٢٨ و١٠٨٤ لسنة ٢٠٢٢ تجاري في الدفع المبدي من المطعون ضدهما الأولين (المستأنفين)-من انعدام صحة التمثيل القانوني للوكيل القانوني – العيدروس- الطاعن لكون وكالته مستمدة من وكالة مزورة – وكالة روجا لميمون- باقرار الكاتب العدل بتاريخ ٢٠-٧-٢٠٢٢ الذى اصدرها وبثبوت التزوير من محاكم دبى بالاستئناف ٢٠٢٠ / ٦٨٦ استئناف أمر أداء أمام محاكم دبى بحكم نهائى للوكالة ٢١٥٦ فى ذات التاريخ امام ذات الكاتب العدل (واثبت حكم قضاء دبى ان ميمون مدنى لديه وكالات مزورة يستخدمها لأغراض غير مشروعة) مما يبطله وأقر الكاتب العدل انه لم يوثقها ولم تحضر روجا امامه وانه لم يوثق ثمة وكالة، ونطلب ضبط الوكالة المزورة والزامه بتقديم اصلها واحالتها لخبير متخصص لفحصها فى ضوء دلائل التزوير- برفض هذا الدفع مما مقتضاه صحة الوكالة وثبوت الصفة الإجرائية للمحامي مباشر الإجراءات فمن ثم فإنه يمتنع علي هذه المحكمة إعادة بحث هذا الدفع كما لا يجوز للمستأنفين العودة إلي التحدي بهذا الدفع بعد النقض، أو التمسك بالدفاع والطلبات المترتبة عليه والسالف بيانها، وبذلك يضحي طلبهما وقف الدعوي تعليقا لحين الفصل في الدعوي الجزائية رقم ٨٧٣٦ لسنة ٢٠٢٣ استئناف جنايات المتعلقة بتزوير الوكالة المشار إليها سلفا أو مناقشة الطاعنة في الطعنين الأول والأخير في مدي صحتها مفتقداً لسنده القانوني.

وحيث إنه عن الدفع المبدي من المستأنفين بعدم جواز نظر الدعوي لسابقة الفصل فيها بالحكم النهائى البات الصادر فى الدعوى ١٢٦ لسنة ٢٠٢١ رأس الخيمة والذى حكم بصحة توقيع عقد البيع المؤرخ ١-١٠-٢٠١٥ والذى باع به المدعى عليهم/ الأول: قيصر ديجراسيا سانتوس - والثانى: مارسيلا ياسمين سيمونز والذى بمقتضاه باع قيصر ومارسيليا شركة ون كوين ليمتيد oncoin limited -رخصة رقم IC٢٠١٤٠٨٨٢ ، صادرة من سلطة المنطقة الحرة برأس الخيمة التابعة لحكومة رأس الخيمة الى الشيخ سعود، ولسابقة الفصل فيها بالحكم النهائى البات الحكم النهائى البات الحائز للحجية والصادر من محكمة الفجيرة - موطن روجا - فى الدعوى رقم ٧٠٢/٢٠٢١ مدني جزئي النهائى البات الصادر بتاريخ ٢٠٢١/١٢/٢٦ والذى ورد منطوقه: فلهذه الاسباب حكمت المحكمة بمثابة الحضوري- الحكم بصحة توقيع المستأنف ضدها / روجادر ايجناتوفا على الإقرار الذى أقرت به بالآتي (استلامها من المستأنف ٠٠٠,٢٣٠ عملة بيتكوين على أربعة اجهزة (موجودة على ٤ أجهزة فلاش ميمورى USB) محركات أقراص فلاش) فهو في غير محله، ذلك أن من المقرر –في قضاء محكمة التمييز- أنه ليكون للحكم حجية الأمر المقضي به المانعة من إعادة طرح النزاع لابد من توافر وحدة الموضوع والسبب والخصوم في الدعويين الماثلة والسابقة وهو ما تستظهره محكمة الموضوع مما هو مطرح عليها طالما أقامت قضاءها على أسباب سائغة، ومن المقرر –وعلي ما جري به قضاء محكمة التمييز- أن الحكم لا يحوز حجية الامر المقضى فيما جاوز الموضوع الذى فصل فيه ولا على غير الخصوم في الدعوى التى صدر فيها. لما كان ذلك، وكان الثابت من الأوراق أن الطاعنة لم تكن خصما في الدعوي رقم ١٢٦ لسنة ٢٠٢١ مدني جزئي رأس الخيمة كما وأن هذه الدعوي قد أقامها المطعون ضده الأول ضد المطعون ضدهما الأخيرين بطلب الحكم بصحة توقيعهما علي عقد بيع الشركة المطعون ضدها الثانية لصالحه، وأن الدعوي رقم ٧٠٢ لسنة ٢٠٢١ مدني جزئي الفجيرة تم رفعها من المطعون ضده الأول ضد الطاعنة بطلب الحكم بصحة توقيعها علي ما تضمنه الإقرار المنسوب إليها التوقيع عليه بشأن استلامها ثمن الشركة المطعون ضدها الثانية، وهو الأمر الذي يبين منه إختلاف الموضوع في الدعويين المار إليهما عن الدعوي الماثلة ومن ثم فإن الحكم الصادرين في كل منهما–بفرض أنه أصبح نهائيا- لا يكون حجه فيما فصل فيه قبل الطاعنة، ويضحي الدفع بعدم جواز نظر الدعوي لسابقة الفصل فيها في الدعويين المشار إليهماعلى غير أساس.

وحيث إنه عن طلب المستأنفان توجيه اليمين الحاسمة إلي الطاعنة في الطعنين الأول والأخير –المستأنف ضدها الأولي- بالصيغة الأتية ((اقسم بالله العظيم باننى وكلت المحام على العيدروس لتمثيلى لرفع دعوى ضد الشيخ سعود و أن الوكاله المحررة له صحيحة، وأن شركة ون كوين ليمتيد هى شركة مملوكة لشركة ريسغ ليمتيد واننى المالكة لشركة ريسغ ليمتيد من تاريخ نشأتها حتى الان ولم اتنازل عن اى حصة منها مطلقا، و أن (إدوارد اينريك هاريس روبينسون - وإلفا مارجا بوليفار دى رودرايجوز) غير مالكين لشركة ريسغ ليمتيد وان الشهادة المستخرجة من السجل التجارى من مركز راس الخيمة الدولى للشركات بتاريخ اصدار ٢٩ يونيو ٢٠٢١ تحت رقم ..... والتى تفيد

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بانهما المالكين للشركة مزورة، و أنهما زورا عقد البيع لتلك الشركة منى لهما، وان الشهادة الصادر من ذات المركز بتصفية الشركة لهما بتاريخ ١٦ مايو ٢٠١٨ مزورة وان ما تحصلا عليه الفا وادواردا من الحكم الصادر فى الدعوى رقم ١٠٩ لسنة ٢٠٢٢ تجارى كلى من امارة دبى والذى يثبت انهما المالكين لشركة ريسغ ليمتد وانهما قاما بتصفية شركة لريسغ ليمتد واستلما اموالها بموجب الحكم المشار اليه لدى بنك المشرق بمبلغ ٢٠,٨٥٥,٣٥٠.٤٦ درهما مزور لانهما غير مالكين للشركة اصلا و أقسم بأننى لم احضر لقصر سمو الشيخ سعود بدولة الامارات عام ٢٠١٥ او فى تاريخ سابق او لاحق ولم اتقابل مع سمو الشيخ سعود مطلقا، ولم استلم منه ٢٣٠,٠٠٠ عملة بيتكوين او اقل او يزيد على أربعة أجهزة فلاش ميمورى ولم استلم اى مقابل ايا كان او اى مبلغ مالى ايا كان من سمو الشيخ سعود كثمن لشركة ون كوين ليمتيد سواء لشخصى او بالنيابة عن قيصر ديجراسيا سانتوس و مارسيلا ياسمين سيمونز وان شركة ون كوين لى مملوكة لى ولم ابعها مطلقا لسمو الشيخ سعود وليست مملوكة لقيصر ومارسيليا ولا (إدوارد إنيركي وإلفا مارجا) ولا لاى ملاك اخرين واقسم باننى لم اوقع على ثمة اقرار بذلك للشيخ سعود ولم ابعها مطلقا له، ولا بانه مالك للشركة ولم اتعهد باحضار وكالات له من قيصر ومارسيليا - كونهما مالكين للشركة - تجيز نقل ملكية الشركة باسمه ولم أحرر له وكاله مطلقا لبيع الشركة والله على ما اقول شهيد وان قيصر ماترسيليا لم يبيعا الشركة لسمو الشيخ سعود)) فهو غير مقبول، ذلك أن من المقرر –في قضاء محكمة التمييز- أن حجية الأمر المقضي تعد من القواعد المتعلقة بالنظام العام ولا يجوز توجيه اليمين الحاسمة في واقعة مخالفة للنظام العام، مما مفاده أنه يمتنع على الخصم توجيه اليمين الحاسمة لخصمه أن كان الهدف منها نفي القرينة المستفادة من الحكم الحائز لقوة الأمر المقضي به، ومن المقرر –وعلي ماجري به قضاء محكمة التمييز- انه يجوز لأي من الخصوم في أيه حاله كانت عليها الدعوى ولو لأول مره أمام محكمه الاستئناف أن يوجه اليمين الحاسمه إلى الخصم الأخر ولو خالفت دليلا كتابيا صادرا من الخصم الذي طلب توجيهها ، متى كانت الواقعه التي تنصب عليها اليمين منتجه في النزاع وحاسمه له كله أو جزء منه و متعلقه بشخص من وجهت إليه وأن تنصب على ما صدر من هذا الأخير من فعل أو أدعاء سلباً أو إيجاباً وألا يكون طالبها متعسفاً في استعمالها، وألا تكون عن واقعه مخالفه للنظام العام أو الآداب ، أو تنطوي على جريمه مؤثمه قانوناً - مما مؤداه - أن اليمين الحاسمه ولئن كانت ملكاً للخصوم وأن على القاضي أن يجيب طلب توجيهها متى توافرت شروطها وأنها شرعت للخصم لتكون الملاذ الأخير لطالبها عندما تعوزه وسائل الإثبات الأخرى ومن ثم فهي تنصب على الواقعه محل الحلف إما بالقبول أو بالرفض بحيث يكون ثبوتها أو نفيها حاسما في النزاع ، وأنها بحسبانها تتعلق بواقع في الدعوى ، فإنه بالتالي لا يجوز توجيهها في مسألة قانونيه لأن استخلاص تلك المسأله من شأن القاضي وحده لا من شأن الخصوم ،ومن المقرر- كذلك- أن تقدير توافر شروط قبول طلب الخصم توجيه اليمين الحاسمه من عدمه هو مما يدخل في السلطة التقديريه لمحكمه الموضوع بغير معقب عليها في ذلك من محكمه التمييز متى أقامت قضاءها على أسباب سائغه لها أصلها الثابت في الأوراق. لما كان ذلك، وكان المستأنفان قد طلبا توجيه اليمين الحاسمة للمستأنف ضدها الأولي بشأن الوقائع المتقدم ذكرها وكان الثابت بالأوراق ان الحكم الناقض الصادر من محكمة التمييز في الطعون أرقام ٨٨٤ و١٠٢٨ و١٠٨٤ تجاري بتاريخ ١٤-١٢-٢٠٢٢ قد قضى برفض الدفع المبدي من المطعون ضدهما بشأن صحة وكالة وكيلها الذي يمثلها في الدعوي وهو حكم حائز لقوة الأمر المقضي بما لا يصح معه توجيه اليمين الحاسمة الى الطاعنة عن واقعة تخالف حجية الحكم المشار إليه، كما وأن باقي الوقائع إنما تتعلق بمسألة قانونيه هي ملكية الشركة ومدي صحة التصرف فيها وهي مسألة قانونية يقضي فيها قاضي الموضوع ، ومن ثم لا يجوز توجيه اليمين الحاسمة بشأنها ويضحي طلب المطعون ضدهما الأولين بتوجيهها للطاعنة مفتقداً لسنده القانوني.

وحيث إنه عن باقي أوجه دفاع المستأنف ضدهما وطلبهما توجيه اليمين المتممة بالصيغة السالف بيانها إلي المستأنف ضدها الأولي وموضوع الاستئناف فإنه لما كان من المقرر وفقا لما تقضى به المادتان ٩٢٤ ، ٩٤٨ من قانون المعاملات المدنية. وعلى ما جرى به قضاء محكمة التمييز. أن الوكالة عقد يقيم الموكل بمقتضاه شخصا آخر مقام نفسه في تصرف جائز ومعلوم، وفيها يكون محل الوكالة الأصلي تصرفا قانونيا يقوم به الوكيل لحساب الموكل، وطالما قبل الوكيل القيام بهذا التصرف فتعد وكالته مستفاده ضمنا من هذا القبول، ويلتزم الوكيل بأن يوافى موكله بالمعلومات الضرورية عما وصل إليه تنفيذ الوكالة وبأن يقدم إليه الحساب عنها، كما أن الوكيل الذي وكل ببيع مال موكله بصورة مطلقة دون تحديد ثمن المال محل البيع له أن يبيعه بالثمن المناسب، أما إذا عين له الموكل ثمن المبيع فليس له أن يبيعه

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بما يقل عنه، فإذا باعه بنقص دون إذن سابق من الموكل أو إجازة لاحقة وسلم إلى المشتري فالموكل بالخيار بين استرداد المبيع أو إجازة البيع أو تضمين الوكيل قيمة النقصان، ومن المقرر - في قضاء محكمة التمييز- أن المحرر العرفي الذي لم يصدر من الخصم لا يصلح دليلا للاحتجاج به قبله ما لم يقر به صراحة أو ضمنا، كما أنه من المقرر أن رأي الخبير المنتدب في الدعوى يعد عنصرا من عناصر الإثبات فيها مما يخضع لتقدير محكمة الموضوع دون معقب عليها في ذلك متى اطمأنت إليه واقتنعت بكفاية الأبحاث التي أجراها وسلامة الأسس التي بنى عليها تقريره، ومن المقرر أن صفة الخصوم في الدعوى هي مما تستقل بتقديره محكمة الموضوع باعتباره من قبيل تحصيل وفهم الواقع في الدعوى متى أقامت قضاءها على اسباب سائغة كما أن لها سلطة تفسير العقود والمحررات بما تراه أوفى بمقصود المتعاقدين وأصحاب الشأن فيها توصلاً إلى تحديد طبيعة العلاقة بين طرفي الدعوى، ومن المقرر أيضا أن لمحكمة الموضوع السلطة التامة في تحصيل وفهم الواقع في الدعوى وتقدير ما يقدم إليها من الأدلة والبينات وترجيح ما تطمئن إليه منها وإن لها السلطة في تقدير عمل الخبير باعتباره عنصرا من عناصر الإثبات في الدعوى ويخضع لمطلق سلطتها في الأخذ به متى اطمأنت إليه ورأت فيه ما تقتنع به ويتفق مع ما ارتأت أنه وجه الحق في الدعوى، وأن تقدير المحكمة لأقوال الشهود في الدعوى مرهون بما يطمئن إليه وجدانها وتثق به ولا معقب عليها في ذلك فلها أن تأخذ بأقوال شاهد دون آخر ولها ألا تأخذ بالشهادة أصلا وحسبها أن تقيم قضاؤها على أسباب سائغه تكفى لحمله، وهي غير مكلفة من بعد بأن تتبع الخصم في شتى مناحي دفاعه أو مختلف أقواله وحججه والرد على كل منها على استقلال ما دام أن في قيام الحقيقة التي اقتنعت بها وأوردت دليلها الرد الضمني المسقط لكل ما عداها. وقد استقر قضاء محكمة التمييز علي أن اليمين المتممة توجهها المحكمة من تلقاء نفسها لاي من الخصمين في الدعوى في محاولة منها لاستكمال اقتناعها إذا لم تكن الأدلة المقدمة في الدعوى كافية لتكوين عقيدتها، أي أن المحكمة توجهها للخصم لتتم حجته وتكمل بيمينه بينته وكي تستهدي بها المحكمة عند الحكم في موضوع الدعوى، وبالتالي فهي لا محل لها في الدعوى الخالية من الدليل أو الدعوى المكتملة الدليل، وهي ليست حقاً للخصوم تلتزم المحكمة بإجابتهم إليه وانما هي من حق المحكمة توجهها رغبة منها في تحري الحقيقة وهو ما يخضع لتقديرها دون معقب عليها من محكمة التمييز. لما كان ذلك، وكان البين من أوراق الدعوي ومستنداتها وتقرير لجنة الخبراء المنتدبة أمام هذه المحكمة أنه تم تأسيس الشركة المطعون ضدها الثانية –المستأنفة الثانية- لدى المنطقة الحرة للشركات الدولية بإمارة رأس الخيمة بتاريخ ٠٨/٠٥/٢٠١٤ بواقع عدد (١,٠٠٠) سهم بإجمالي مبلغ ١,٠٠٠ درهم لمالكها المدعو / مارتن رودلف الكسندر بغرض ممارسة أية اعمال وأنشطة وفق قواعد المنطقة الحرة للشركات الدولية بإمارة رأس الخيمة، ليتم تغيير اسمها بتاريخ ٢١/١٠/٢٠١٤ الى وان كوين ليمتد، وبتاريخ ١٢-٤-٢٠١٥ تم نقل ملكيتها الى شركة ريسج ليمتد نظير مبلغ ١,٠٠٠ درهم، وبتاريخ ١٢/٠٤/٢٠١٥ تم نقل ملكيتها لصالح المطعون ضدهما الرابع والخامسة مناصفة بينهما لقاء مبلغ قدره ١,٠٠٠ درهم، وأن الطاعنة كانت ممثلة للشركة ولها حق إدارة حساباتها البنكية لدى البنك المطعون ضده الثالث منذ تأسيسها، وفي حال ثبت للمحكمة الموقرة صحة عقد البيع المؤرخ ١-١٠ ٢٠١٥ المنسوب للمطعون ضدهما الرابع والخامسة أو الإقرار المنسوب الى الطاعنة (بدون تاريخ) أو أخذت المحكمة بشهادة المدعو / وصفي محمد عبد الكريم، فإنه يتبين للجنة أنه بتاريخ ٠١/١٠/٢٠١٥ قام المطعون ضدهما الرابع والخامسة ببيع الشركة المطعون ضدها الثانية الى المطعون ضده الأول مقابل عدد (٢٣٠,٠٠٠) عملة بتكوين (البالغ قيمة تداولها في ذلك التاريخ مبلغ ١٩٨,٢٦٠,٠٠٠ درهم) تم تسليمها اليهما عن طريق الطاعنة من خلال عدد (٤) فلاشات ميموري التي سبق ان استلمتها الأخيرة من المطعون ضده الأول، ليقوم المطعون ضده الأول بنقل ملكية المطعون ضدها الثانية لصالحه بموجب الوكالات الصادرة له من المطعون ضدهما الرابع والخامس بصفتهما المالكين السابقين للمطعون ضدها الثانية وقد بلغ المبلغ المترصد بحساب المطعون ضدها الثانية بحساب البنك المطعون ضده الثالث والذي قام الأخير مؤخراً بإيداعه خزينة المحكمة مبلغ ٢٠٩,٨٦٨,٠١١.١٩ درهم، وحيث لم يقدم للجنة الخبرة اية مستندات تفيد وجود اية أصول أو التزامات بذمة الشركة المطعون ضدها الثانية، فإن صافي قيمة أصول الشركة المطعون ضدها الثانية (النقدية المتوفرة في حسابها البنكي) تكون متناسبة مع قيمة ما قام المطعون ضده الأول بسداده من عملات بتكوين مقابل شرائها كما في ٠١/١٠/٢٠١٥ وفي حال ثبوت عدم صحة عقد البيع المؤرخ ٠١/١٠/٢٠١٥ المنسوب للمطعون ضدهما الرابع والخامسة والإقرار المنسوب الى الطاعنة (بدون تاريخ) وعدم الأخذ بشهادة المدعو / وصفي محمد عبد الكريم، فإنه يتبين للجنة الخبرة أنه تم تأسيس الشركة المطعون ضدها الثانية لدى المنطقة الحرة للشركات الدولية

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بإمارة رأس الخيمة بتاريخ ٠٨/٠٥/٢٠١٤ بواقع عدد (١,٠٠٠) سهم بإجمالي مبلغ ١,٠٠٠ درهم لمالكها المدعو / مارتن رودلف الكسندر بغرض ممارسة أية اعمال وأنشطة وفق قواعد المنطقة الحرة للشركات الدولية بإمارة رأس الخيمة، ليتم تغيير اسمها بتاريخ ٢١/١٠/٢٠١٤ الى وان كوين ليمتد، وبتاريخ ١٢-٤-٢٠١٥ تم نقل ملكيتها الى شركة ريسج ليمتد نظير مبلغ ١,٠٠٠ درهم، وبتاريخ ١٢-٤-٢٠١٥ تم نقل ملكية أسهم شركة ريسج ليمتد الى الطاعنة وبذات التاريخ قامت الطاعنة (بصفتها المالك الحقيقي للمطعون ضدها الثانية ولها حق إدارة حساباتها البنكية لدى المطعون ضده الثالث منذ تأسيسها) بنقل ملكيتها صورياً لصالح المطعون ضدهما الرابع والخامسة مناصفة بينهما لقاء مبلغ قدره ١,٠٠٠ درهم، وقامت الطاعنة والمطعون ضدهما الرابع والخامسة بتحرير وكالة لصالح المطعون ضده الأول للقيام نيابة عنهم بالتصرف في الرخص التجارية أو المهنية أو الصناعية بالتنازل أو الرهن وفك الرهن سواء لنفسه او للغير...الخ، ليقوم المطعون ضده الأول مستغلاً الوكالة المحررة اليه من المطعون ضدهما الرابع والخامسة بنقل ملكية المطعون ضدها الثانية لنفسه دون إذن أو موافقة من أي من الطاعنة (بصفتها المالك الحقيقي للمطعون ضدها الثانية) أو المطعون ضدهما الرابع والخامسة (بصفتهما المالكين الصوريين للمطعون ضدها الثانية)، وذلك مقابل مبلغ ١,٠٠٠ درهم فقط، والذي لا يتناسب مع قيمة الشركة والمترصد بحسابها لدى البنك المطعون ضده الثالث والذي قام الأخير مؤخراً بإيداعه خزينة المحكمة مبلغ ٢٠٩,٨٦٨,٠١١.١٩ درهم في ظل عدم تقديم اية مستندات تفيد وجود اية التزامات بذمة الشركة المطعون ضدها الثانية، وإذ كان ذلك، وكان المطعون ضدهما الأخيرين –الطاعنين في الطعن الثاني- قد تدخلا في الدعوي إنضماميا للمدعية وأقرا بملكيتها للمطعون ضدها الثانية وهو ما يستفاد منه ومما ثبت من تقرير لجنة الخبراء المقدم أمام هذه المحكمة أنه وبعد انتقال ملكية هذه الشركة للطاعنة بتاريخ ١٢-٤-٢٠١٥ فقد قامت الأخيرة وبذات التاريخ –وبصفتها المالك الحقيقي لتلك الشركة وصاحبة الحق في إدارة حساباتها البنكية منذ تأسيسها- بنقل ملكية تلك الشركة صوريا لصالح المطعون ضدهما الأخيرين وتستخلص المحكمة من ذلك أنها مالك تلك الشركة مما يحق معه لها رفع الدعوي الماثلة، ولا يغير من ذلك قول المطعون ضدهما بأن الطاعنة لم تكن هي المالك لشركة ريسج ليمتد وأنه تم تصفية هذه الشركة طالما ثبت أن الشركة الأخيرة كانت قد نقلت ملكية الشركة المطعون ضدها الثانية للطاعنة في الطعنين الأول والأخير، وكان لا جدوي مما تمسك به المطعون ضدهما الأولين من جحد صورة الاقرارين الموجودين بمستند ٢ و ٣ من حافظة المقدمة امام اول درجة والمرفقة بلائحة الدعوى وطلبهما إلزام الطاعنة بتقديمهما للطعن عليهما بالتزوير ذلك أن هذه المحكمة قد اعتدت بتدخل المطعون ضدهما الأخيرين انضماميا للطاعنة في دعواها وإقرارهما في الدعوي بملكيتها للشركة المطعون ضدها الثانية، كما وأن المحكمة تطرح ما قرره شاهدي المطعون ضده الأول كونها لم تذكر تفاصيل الاتفاق الذي زعما بحصوله بين الطاعنة والمطعون ضده الأول بشأن زعمه شراءه منها الشركة المطعون ضدها الثانية أو قيمة هذا الشراء وما تم دفعه نظير ذلك لاسيما وأنه قد ثبت من تقرير الإدارة العامة للأدلة الجنائية بشرطة دبي أن التوقيع المنسوب للطاعنة علي الإقرار المتضمن استلامها قيمة بيع هذه الشركة ليس توقيعها وهو ما يتعين معه طرح أقوال شاهدي المطعون ضده الأول، وبذلك يضحي قيام المطعون ضده الأول بنقل ملكية الشركة المطعون ضدها الثانية لنفسه بموجب التوكيل الصادر له من المطعون ضدهما الأخيرين ووفقا لما ورد بالفرض الثاني من النتيجة النهائية لتقرير لجنة الخبراء المنتدبة أمام هذه المحكمة الذي تطمئن إليه هذه المحكمة وتأخذ به في هذا الخصوص لم يكن بالثمن المناسب وإنما كان بنقص دون موافقة الطاعنة –مالك هذه الشركة علي نحو ما سلف بيانه- أو إجازة منها لهذا البيع مما يحق لها طلب استرداد هذه الشركة.

وحيث إنه لما تقدم، ولما ورد بأسباب الحكم الابتدائي في موضوع الدعوي والتي تقرها هذه المحكمة وتأخذ بها فيما لا يتعارض مع ما ورد في أسباب هذا الحكم، فإنه يتعين تأييد قضاء الحكم الابتدائي، دون حاجة إلي توجيه اليمين المتممة طالما أن المحكمة قد وجدت في أوراق الدعوى ما يكفي لتكوين عقيدتها للفصل فيها، ومن ثم يضحى هذا الطلب علي غير أساس.

فلهذة الأسباب

برفض الاستئناف وتأييد الحكم المستأنف وإلزام المستأنف الأول المصروفات ومبلغ ألف درهم مقابل أتعاب المحاماة مع مصادرة مبلغ التأمين.

التوقيع

في الطعون رقم 884/2022/445 و 1028/2022/445 و 1084/2022/445 طعن تجاري

التوقيع
القاضي / محمود عبدالحميد طنطاوي

CSC445-CY2022-CSN884-DJI2030

التوقيع
القاضي / محمد السيد محمد صالح النعناعى

CSC445-CY2022-CSN884-DJI2483

التوقيع
القاضي / طارق يعقوب الخياط

CSC445-CY2022-CSN884-DJI2104

الهيئة المبينة بصدر هذا الحكم هي التي سمعت المرافعة وحجزت الدعوى للحكم وأصدرت الحكم ووقعت عليه، أما الهيئة التي نطقت به فهي المشكلة وفق محضر جلسة النطق به.

DUBAI COURTS SMART VERDICT GOVERNMENT OF DUBAI

In Appeals No. 884/2022/445, 1028/2022/445, and 1084/2022/445, Commercial Appeal

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In the Name of Allah, the Most Compassionate, the Most Merciful

In the name of His Highness Sheikh Mohammed bin Rashid Al Maktoum, Governor of Dubai

Court of Cassation

In the public hearing held on Wednesday, August 21, 2024, at the headquarters of the Court of Cassation in Dubai

Chaired by Judge	**Mahmoud Abdelhamid Tantawi**	**Circuit Chairman**
With membership of Judge	**Mohamed El Sayed Mohamed Saleh Al-Nanaa'i**	**Circuit member**
Judge	**Tariq Yaqoub Al-Khayyat**	**Circuit member**

First: In Appeal No. 884 of 2022, Commercial Appeal

Appellant: Dr. Ruja Ignatova

Appellee: Sheikh Saud bin Faisal bin Sultan bin Salem Al Qasimi

Appellee: OneCoin Ltd (formerly known as Prosper Ltd)

Appellee: Mashreq Bank Public Shareholding Company - Management Office

Appellee: Caesar DeGracia Santos

Appellee: Marcela Yasmin Simmons

Second: In Appeal No. 1028 of 2022, Commercial Appeal

Appellant: Caesar DeGracia Santos

Appellant: Marcela Yasmin Simmons

Appellee: Sheikh Saud bin Faisal bin Sultan bin Salem Al Qasimi

Appellee: OneCoin Ltd (formerly known as Prosper Ltd)

Appellee: Dr. Ruja Ignatova

Appellee: Mashreq Bank Public Shareholding Company - Management Office

Third: In Appeal No. 1084 of 2022, Commercial Appeal

Appellant: Dr. Ruja Ignatova

Appellee: Sheikh Saud bin Faisal bin Sultan bin Salem Al Qasimi

Appellee: OneCoin Ltd (formerly known as Prosper Ltd)

Appellee: Mashreq Bank Public Shareholding Company - Management Office

Appellee: Caesar DeGracia Santos

Appellee: Marcela Yasmin Simmons

The Court issued the following judgment

Having reviewed the documents and hearing the summary reports prepared and presented in the hearing by the assigned Judge, Mr. Mohamed El Sayed Al-Nanaa'i, and the pleadings, and after deliberation:

Whereas, the appeals have met their formal requirements, and the facts of the lawsuit, the parties' documents, and their defenses have been addressed in the appealed judgment, as well as in the two judgments issued by the Court of Appeal on 28/09/2021 and 28/06/2022, and the two judgments issued by this Court on 08/12/2021 and 14/12/2022, to which the Court refers, considering their reasons as supplementary to the reasons for this judgment.

The facts are summarized as follows: The Appellant in the first and third appeals filed Lawsuit No. 724 of 2020 Commercial Plenary against the first three Appellees in these appeals, requesting a judgment first to establish its ownership of the entirety of the shares and interests in the Second Appellee Company. Secondly, to annul the sale contract dated 28/02/2017, through which the last two Appellees sold their entire shares in the Second Appellee Company to the First Appellee, or alternatively, to declare its non-enforceability against the Appellant and wholly, as an alternative, to declare it a sham transaction. Thirdly, to oblige the Third Appellee not to disburse any funds from the accounts of the Second Appellee Company to the First Appellee, particularly the value of the manager’s cheque deposited in the attached file. Fourthly, to obligate the

Third Appellee to pay the Appellant the amount of AED 209,371,300.092, the value of the mentioned cheque, plus interest from the date of filing the lawsuit until full payment.

In support of its claim, the Appellant stated that the Second Appellee is a free zone company licensed by the Ras Al Khaimah Free Zone for International Companies, as evidenced by the Certificate of Assumption of Office issued on 01/11/2015, which confirms that the partners in the said company are the Fourth Appellee, owning 500 shares representing half of the company's shares, and the Last Appellee, owning 500 shares representing the other half. According to the two notarized declarations issued by the Last Two Appellees at the notary public in the Republic of Panama, the Appellant is the owner of the mentioned company. During 2015, the bank balance of the said company at the Third Appellee bank was AED 209,371,300.092. The bank later closed the account due to suspicions of money laundering, issued a manager's cheque (guaranteed payment) in favor of the company, and reported the incident to the Central Bank. A criminal report was also filed with the Public Prosecution under No. 1 of 2016 for money laundering. The First Appellee claimed to the Appellant that it could defend its interests and prove the legitimacy of its funds against money laundering suspicions in return for a fee, and drafted a power of attorney which it signed. It also requested that the aforementioned two partners (the Last Two Appellees) grant it a general

power of attorney allowing it to intervene with the Central Bank and to issue an order to unfreeze the Appellant's funds and the Second Appellee Company's assets. However, it exploited these powers of attorney to execute a contract dated 28/02/2017, transferring the shares of the Second Appellee Company between it and the two aforementioned partners, whereby their entire shares in the company were transferred to its name. Upon learning of this, the Appellant revoked the power of attorney it had granted to the First Appellee. The latter then attempted to cash the manager's cheque issued by the Third Appellee bank in favor of the Second Appellee Company, but the bank refused to cash the cheque due to the order to freeze the company's funds. It then filed Lawsuit No. 209 of 2019 Commercial Plenary against the Third Appellee bank to compel it to pay the value of the cheque. The Court dismissed the lawsuit, and on 07/07/2020, the Public Prosecution administratively dismissed the money laundering report mentioned above due to the absence of any suspicion of money laundering, relying on the expert report assigned to the lawsuit.

Given that the Appellant is the true owner of the Second Appellee Company, the Second Appellee is not entitled to the amount of the aforementioned cheque, and therefore it filed the lawsuit seeking the previously mentioned judgments. During the hearing of the lawsuit, the Appellant requested the inclusion of the Last Two Appellees as new

parties in the lawsuit and amended its requests to first, seek a judgment establishing the sham ownership of the shares of the Second Appellee Company by the Last Two Appellees and affirming its ownership thereof. Second, to annul the sale contract dated 28/02/2017, executed between the Last Two Appellees and the First Appellee, under which the latter acquired their entire shares in the Second Appellee Company, or alternatively, to declare its non-enforceability against it and third, to establish the Appellant's ownership of the entirety of the shares and interests in the Second Appellee Company. Fourth, to oblige the Third Appellee to pay the Appellant the amount of AED 209,868,011.19, plus legal interest at the rate of 9% from the date of filing the lawsuit until full payment.

The Last Two Appellees requested to join the Appellant in its claims. The Court appointed an expert, and after the expert submitted its report, it issued a judgment on 26/05/2021 declaring the nullity of the share sale contract, the amended articles of association, and the articles of incorporation of One Coin Ltd., previously known as Prosper Ltd., dated 28/02/2017, affirming the Appellant's ownership of all its shares and interests, and rejecting all other claims. The First and Second Appellees appealed this judgment under Appeal No. 1717 of 2021 Commercial, and on 28/09/2021, the Court overturned the appealed judgment and ruled again that the Dubai Courts lacked jurisdiction to hear the lawsuit. The

Appellant challenged this judgment under Cassation No. 1150 of 2021 Commercial, and on 08/12/2021, the Court of Cassation annulled the challenged judgment and remanded the lawsuit to the Court of Appeal for reconsideration. After hearing the lawsuit, the Court of Appeal, on 28/04/2022, referred the lawsuit to investigation to verify and refute what was stated in the judgment's wording. After hearing the testimony of the witnesses for the First Two Appellees, it issued a judgment on 28/06/2022 to cancel the appealed judgment and again reject the lawsuit. The Appellant challenged this judgment under Cassation Nos. 884 and 1084 of 2022 Commercial, and the Last Two Appellees also challenged the same judgment under Cassation No. 1028 of 2022 Commercial. On 14/12/2022, the Court ruled in the Cassations Nos. 884, 1084, and 1028 to annul the challenged judgment and before deciding on the subject of Appeal No. 1717 of 2021 Commercial, appointed a committee of three experts to perform the task outlined in wording of that judgment.

Whereas, the committee undertook its task and submitted its report, concluding that if the validity of the sale contract dated 01/10/2015 attributed to the Fourth and Fifth Appellees or the acknowledgment attributed to the Appellant (without a date) is proven, or if the testimony of Mr. Wasfi Mohamed Abdel Karim is accepted, the Fourth and Fifth Appellees sold the Second Appellee Company to the First Appellee in exchange for 230,000 Bitcoins, with a trading value at that time amounting

to AED 198,260,000, delivered to them through the Appellant via four flash drives previously received from the First Appellee. The First Appellee then transferred ownership of the Second Appellee Company to itself based on the powers of attorney issued by the Fourth and Fifth Appellees as the former owners of the Second Appellee Company. The amount deposited in the Second Appellee Company's account at the Third Appellee Bank, which the latter recently deposited in the Court's treasury, was AED 20,986,801.19. Since the committee was not provided with any documents showing the existence of any assets or liabilities of the Second Appellee Company, the net value of the assets of the Second Appellee Company (cash available in its bank account) corresponds to the amount paid by the First Appellee in Bitcoins for its purchase on 01/10/2015. If the validity of the sale contract dated 01/10/2015 attributed to the Fourth and Fifth Appellees and the acknowledgment attributed to the Appellant (without a date) is disproven and the testimony of Mr. Wasfi Mohamed Abdel Karim is not accepted, it appears that the Appellant and the Fourth and Fifth Appellees executed a power of attorney in favor of the First Appellee to act on their behalf regarding commercial, professional, or industrial licenses, including sale or mortgage, either for itself or others, etc. The First Appellee, exploiting this power of attorney from the Fourth and Fifth Appellees, transferred ownership of the Second Appellee Company to itself without permission

or approval from either the Appellant (as the true owner of the Second Appellee Company) or the Fourth and Fifth Appellees (as the nominal owners of the Second Appellee Company) for only AED 1,000, which is not commensurate with the company's value and the amount available in its account at the Third Appellee Bank, which the bank recently deposited in the Court's treasury, amounting to AED 209,898.19, in the absence of any documents showing the existence of any liabilities of the Second Appellee Company.

On 21/02/2024, the Court, before deciding on the defenses and the subject matter, appointed the General Department of Criminal Evidence and Forensic Science of Dubai Police to appoint one of its handwriting experts as an expert in the lawsuit to examine the acknowledgment document attributed to the Appellant and submitted as part of the First Two Appellees' documents – Document No. 1 to the First Instance Court on 21/03/2021 – to compare the signature attributed to the Appellant on this document with the signature on the power of attorney notarized by the Notary Public in Dubai under No. 200534/1/2016 issued by the Appellant to the First Appellee, and any official or unofficial documents signed by it and recognized by the parties, to determine whether the signature attributed to it on the mentioned acknowledgment is indeed its signature.

The report from the Examination Section of the General Department of Criminal Evidence and Forensic Science, dated 01/05/2024, stated that the Appellant failed to appear for handwriting analysis.

Following the Court's summons for the appointed expert to attend the hearing on 29/05/2024 to discuss the signature comparison as per the preliminary judgment issued by this Court and previously mentioned, the Court decided to continue the proceedings until 05/06/2024 for the expert to carry out the task outlined in the preliminary judgment issued on 21/02/2024 and to receive the report.

The report from the General Department of Criminal Evidence and Forensic Science of Dubai Police, dated 11/06/2024, concluded that the hand responsible for the signature on the acknowledgment under examination, attributed to the Appellant, Dr. Ruja Ignatova, is not the same as the hand responsible for the signatures on the comparison samples attributed to her.

In the hearing on 26/06/2024, the Appellant in Appeals No. 1 and No. 3 appeared with an attorney who requested the appeals be reserved for judgment. The Appellees, the First and Second Parties, also appeared with an attorney who requested: (1) the recording of the hearing on 29/05/2024 and the expert's statements regarding the forgery be transcribed; (2) an objection to the comparison samples (Laura Company’s Articles of Incorporation) submitted to the expert; (3) a stay

of the lawsuit pending the resolution of Lawsuit No. 8736 of 2023 (Criminal Appeal); (4) the Appellant (Dr. Ruja) in Appeal No. 884 of 2022 be summoned for questioning regarding the signature on the acknowledgment and to obtain handwriting samples to verify the validity of the opponent's power of attorney; and (5) the appointment of a tripartite committee from the Forensic Department to obtain handwriting samples from Dr. Ruja.

Three defense memoranda were submitted, reiterating the forgery claim based on the minutes of the hearing on 29/05/2024, which did not reflect the testimony of Forensic Expert Hazem Hassan El Sayed regarding the necessity of obtaining handwriting samples from the Appellant. The expert indicated that without obtaining handwriting samples, the result would be inconclusive. It was requested that the hearing be properly transcribed and referred back to the Forensic Department for review by a tripartite committee, with an emphasis on the Appellant's presence for handwriting samples, as the Forensic Report author, who testified on a technical matter beyond the court's purview, requested. The court, even as the supreme expert, should not disregard this request. The disputed comparison documents, which the Appellee did not agree upon, should be excluded. Furthermore, a stay of the lawsuit was requested pending the resolution of Criminal Appeal No. 8736 of 2023 (under investigation), in which the forged power of attorney was seized and is under investigation.

Dr. Ruja should be summoned, even electronically, to verify the validity of the power of attorney, especially since evidence of its forgery was established through the notary public's testimony and the letter from the Seychelles Embassy. The Appellant should appear in person before the court to clarify whether it authorized Maimon or not, given that its power of attorney was proven to be forged. Additionally, it should be determined whether the attorney who represented it at the trial court and in the appeal stages was authorized. The Appellant also contested the validity of the acknowledgments in Documents 2 and 3 in the file submitted at the trial court, attached to the lawsuit statement as previously explained. The points of forgery were outlined, and it was requested that the First Appellee be compelled to present these documents to contest their authenticity for the reasons stated. It was also requested that the German and Seychelles embassies be contacted through the Ministry of Foreign Affairs and International Cooperation to ascertain whether the Plaintiff, Dr. Ruja, is alive, as media reports indicate its death since 2017.

The legal attorney currently appearing on its behalf is using forged powers of attorney. The challenge to the forgery of the power of attorney issued to Mr. Maimon Madani, under which the current legal attorney was authorized to represent Dr. Ruja, is supported by the evidence in our file. The legal attorney is aware of this forgery, being involved in all the incidents of forgery mentioned. It was requested that the legal attorney be

compelled to submit the original of Maimon Madani's power of attorney, under which it received the authority as an attorney, to contest its authenticity. It was also requested that a copy of these documents be referred to the Public Prosecution for investigation and to initiate a criminal case for forgery and the use of a forged document, knowing it was forged, concerning the forgery of Maimon Madani's power of attorney by Al-Aidaroos Law Firm. The forged power of attorney grants the right to disbursement, receipt, settlements, and reconciliation, which is highly dangerous and necessitates the intervention of the Public Prosecution.

The following requests were made:

1. Dismissal of the lawsuit. 2. Non-recognition of the two acknowledgments issued by Caesar and Marcela to Ruja against Sheikh Saud, alleging that the evidence was fabricated by the parties involved. 3. Acceptance of the testimonies of the two witnesses heard by the court. 4. Non-admission of the lawsuit due to the invalidity of the legal representation of the attorney representing the Plaintiff at both the trial court and the appeal, given the established forgery of the power of attorney. 5. Non-admission of the lawsuit as it was filed by a party without standing, due to the lack of proof that it owns Resig Limited. 6. Non-admission of the lawsuit, as the expert appointed confirmed that Ruja never owned a single share in OneCoin Ltd.. 7. Non-admission of the

lawsuit as it was filed by a party without standing, given that the Plaintiff, Ruja, acknowledged in an original acknowledgment submitted at the trial court that it received its price, acknowledged Caesar and Marcela's ownership of the company in question, and that it does not own it. It committed to notifying the original owners to issue a power of attorney to Sheikh Saud, the Appellant, for selling the company to itself or others, and the sale contract was signed and completed. 8. Inadmissibility of the lawsuit based on the res judicata effect of the final, irrevocable judgment issued in Lawsuit No. 126 of 2021, Ras Al Khaimah. 9. Inadmissibility of the lawsuit based on the res judicata effect of the final, irrevocable judgment from the Fujairah Court—Ruja's domicile—in Lawsuit No. 2-7 of 2021, Civil Partial, dated 26/12/2021.

As a precautionary measure: Directing the supplementary oath to Ruja as follows: After appearing before the court and being identified with official identification issued from the records of the United Arab Emirates, "I swear by Almighty Allah that I authorized Attorney Al-Aidaroos to represent me in filing a lawsuit against Sheikh Saud, and that the power of attorney issued to it is valid. I also swear that OneCoin Ltd. is owned by Resig Limited, and that I have been the owner of Resig Limited since its establishment until now, without ever relinquishing any share of it. I further swear that (Edward Enrique Harris Robinson and Elfa Marja Bolivar De Rodriguez) are not the owners of Resig Limited, and that the

certificate extracted from the commercial registry of the Ras Al Khaimah International Companies Center, issued on 29/06/2021 under No. [.....], indicating that they are the owners of the company is forged. They forged the sale contract for that company from me to them, and the certificate issued by the same center for the liquidation of the company on 16/05/2018 is forged. The amount they obtained based on the judgment issued in Lawsuit No. 109 of 2022, Commercial Major, from the Emirate of Dubai, which proves their ownership of Resig Limited, and their receipt of the company's funds from Mashreq Bank amounting to AED 208,553,504.6 is forged because they were never the owners of the company.

I swear that I never visited Sheikh Saud's palace in the UAE in 2015 or at any other time, nor did I ever meet Sheikh Saud. I did not receive 230,000 Bitcoins or any lesser or greater amount, nor did I receive four flash memory devices, nor any other payment or sum from Sheikh Saud as the price for OneCoin Ltd., whether personally or on behalf of Caesar DeGracia Santos and Marcela Yasmin Simmons. OneCoin Ltd. is my property, and I have never sold it to Sheikh Saud. It is not owned by Caesar, Marcela, Edward Enrique, Elfa Marja, or any other owners. I swear that I did not sign any acknowledgment of such a sale to Sheikh Saud, nor did I ever sell it to him. Sheikh Saud does not own the company, and I never promised to bring powers of attorney for it from Caesar and

Marcela—alleged owners of the company—to transfer ownership to its name, and I never issued any power of attorney authorizing it to sell the company.

As a comprehensive precaution, and in case the court is not convinced and if the evidence is insufficient to dismiss the appeal and the lawsuit, and considering the blatant forgeries that are evident and which were ignored by the court—especially the forgery of the powers of attorney—and provided that the Appellant is required to appear in person before the court at its location in Bur Dubai and be identified with official identification issued from the records of the United Arab Emirates, the decisive oath should be directed to it in the following wording: "I swear by Almighty Allah that I authorized Attorney Al-Aidaroos to represent me in filing a lawsuit against Sheikh Saud, and that the power of attorney issued to it is valid. I further swear that OneCoin Ltd. is owned by Resig Limited, and that I have been the owner of Resig Limited since its establishment until now, without ever relinquishing any share of it. I also swear that (Edward Enrique Harris Robinson and Elfa Marja Bolivar De Rodriguez) are not the owners of Resig Limited, and that the certificate extracted from the commercial registry of the Ras Al Khaimah International Companies Center, issued on 29/06/2021 under No. [.....], indicating that they are the owners of the company is forged. They forged the sale contract for that company from me to them, and the certificate

issued by the same center for the liquidation of the company on 16/05/2018 is forged. The amount they obtained based on the judgment issued in Lawsuit No. 109 of 2022, Commercial Major, from the Emirate of Dubai, which proves their ownership of Resig Limited, and their receipt of the company's funds from Mashreq Bank amounting to AED 20,855,350.46 is forged because they were never the owners of the company.

I swear that I never visited Sheikh Saud's palace in the UAE in 2015 or at any other time, nor did I ever meet Sheikh Saud. I did not receive 230,000 Bitcoins or any lesser or greater amount, nor did I receive four flash memory devices, nor any other payment or sum from Sheikh Saud as the price for OneCoin Ltd., whether personally or on behalf of Caesar DeGracia Santos and Marcela Yasmin Simmons. OneCoin Ltd. is my property, and I have never sold it to Sheikh Saud. It is not owned by Caesar, Marcela, Edward Enrique, Elfa Marja, or any other owners. I swear that I did not sign any acknowledgment of such a sale to Sheikh Saud, nor did I ever sell it to him. Sheikh Saud does not own the company, and I never promised to bring powers of attorney for it from Caesar and Marcela—alleged owners of the company—to transfer ownership to its name, and I never issued any power of attorney authorizing it to sell the company."

The court has decided to reserve the lawsuit for judgment. Regarding the claims made by the first two Appellees—Appellants—challenging the validity of the minutes of the hearing dated 29/05/2024, on the grounds that the testimony of the forensic expert, Hazem Hassan El Sayed, which emphasized the necessity of having the Appellant provide handwriting samples, was not recorded, and that without these samples, the conclusions would be speculative, necessitating a proper review of the minutes and referral back to a tripartite forensic committee with the Appellant's attendance for handwriting verification, while excluding the disputed comparison documents provided by the Appellees—this is unfounded.

This is because it is established in the jurisprudence of the Court of Cassation that the assessment of the seriousness of the forgery claim, as well as the determination of whether the forgery challenge is impactful in the dispute, falls under the jurisdiction of the trial court without interference from the Court of Cassation. This authority includes understanding the facts of the lawsuit, assessing the evidence and documents presented, and basing its judgment on sound reasons grounded in the lawsuit file.

Furthermore, as established by the Court of Cassation, the trial court has full authority to ascertain and understand the facts of the lawsuit, to examine and assess the evidence and documents presented properly, to

weigh them, and to prefer what it finds convincing and consistent with what it deems to be the truth in the lawsuit. The court's discretion also extends to evaluating the work of experts, considering it as one element of proof, and the court has the unrestricted power to rely on it if it finds it convincing and aligned with the truth of the lawsuit. The court is not obligated to appoint a tripartite expert committee if it finds the existing expert report sufficient and is not required to follow every aspect of the parties' arguments as long as its reliance on the evidence supporting its judgment implicitly addresses those arguments.

Given that, the expert appointed from the General Department of Forensic Evidence to examine the signature attributed to the Appellant in the first and last appeals on the acknowledgment in question has performed the assigned task and submitted its report detailing the procedures followed and the documents provided for comparison. The report concluded, on 11/06/2024, that the signature on this acknowledgment is not the Appellant’s signature. The court is convinced of this conclusion and accepts it. Therefore, the challenge raised by the first two Appellees regarding the minutes of the hearing on 29/05/2024, concerning the expert’s execution of the task of examining the aforementioned acknowledgment, and alleging that these minutes did not include the expert’s reference to the necessity of obtaining handwriting samples from the Appellant to reach a definitive conclusion about the

authenticity of the examined signature—regardless of the validity of this claim—has become irrelevant after the expert has completed the task and submitted the report. Accordingly, the forgery challenge raised by the first two Appellees regarding the mentioned hearing minutes is not impactful in the dispute.

And whereas regarding the Appellants' insistence on requesting a stay of the lawsuit pending the resolution of the criminal Lawsuit No. 8736 of 2023 (Appeal) [Felony under investigation] and summoning Ruja in person, even if electronically, to verify the validity of the power of attorney and whether she appointed Maimon or not—especially in light of the established forgery of his power of attorney—and whether she appointed the attorney representing its before the lower court and during all stages of litigation, as well as communicating with the embassies of Germany and Seychelles through the Ministry of Foreign Affairs and International Cooperation to inquire if the plaintiff Ruja is still alive, given that it has been reported in the media that she died in 2017, and the legal representative present is acting on the basis of forged powers of attorney. Additionally, challenging the forgery of Mr. Maimon Madani's power of attorney, through which the current legal representative received the status to act on behalf of Ruja, and compelling the legal representative to present the original power of attorney of Maimon Madani, upon which he was authorized, to contest it as a forgery. Furthermore, referring a copy

of these documents to the Public Prosecution for investigation and initiating a criminal case for forgery and use of a forged document with knowledge of its forgery, concerning the incidents of forging Maimon Madani's power of attorney for the Al-Aidaroos Law Firm, which is particularly concerning due to the broad authority it grants for disbursement, receipt, settlements, and reconciliations, and therefore warrants the involvement of the Public Prosecution—this request is unfounded.

This is because it is established in the jurisprudence of the Court of Cassation that if the Court of Cassation, in its annulment judgment, resolves a matter that was in dispute between the parties, the annulment judgment carries the force of res judicata concerning that matter. Neither the parties nor the referring court may contravene this authority or revisit the issue, even with new legal or factual evidence. Moreover, it is established in the Court of Cassation's jurisprudence that judgments that have attained the force of res judicata are conclusive on the matters they have resolved and no evidence contradicting this conclusiveness is admissible. The parties are barred from disputing the issue that the prior judgment resolved in a subsequent case, even with legal or factual evidence that was not previously raised or was raised but not examined by the judgment in the prior case, as long as the issue was the foundation of the claims by either party in the current case.

The fact that the requests in the two cases differ or that the prior judgment may have erred in law or misapplied it does not change this, as the force of res judicata supersedes such errors and even overrides public policy considerations.

Given this, and since the Court of Cassation, in its annulment judgment issued on 14 December 2022 in appeals Nos. 884, 1028, and 1084 of 2022 (Commercial), previously ruled on the objection raised by the first two Appellees (Appellants) regarding the invalidity of the legal representation by the attorney Al-Aidaroos, who was representing the Appellant on the basis that his power of attorney was derived from a forged power of attorney (Ruja's power of attorney to Maimon) as acknowledged by the notary on 20 July 2022, who issued it and confirmed the forgery in Dubai courts through Appeal No. 2020/686 (Performance Order) before Dubai courts with a final judgment on the power of attorney No. 2156 on the same date before the same notary. The Dubai Court's judgment established that Maimon Madani possessed forged powers of attorney that he used for illicit purposes, rendering them void. The notary acknowledged that he did not authenticate it, Ruja did not appear before him, and he did not authenticate any power of attorney.

The request to seize the forged power of attorney and compel its submission for examination by a specialized expert to inspect it in light of the forgery evidence was rejected. This rejection implies the validity of the

power of attorney and confirms the procedural status of the attorney conducting the proceedings. Therefore, this court is precluded from re-examining this objection, and the Appellants cannot reassert this objection after the annulment or rely on the defenses and requests stemming from it, as previously stated. Therefore, their request to stay the lawsuit pending the resolution of the criminal Lawsuit No. 8736 of 2023 (Felony Appeal) concerning the forgery of the aforementioned power of attorney, or to question the Appellant in the first and last appeals regarding its validity, lacks a legal basis.

And whereas concerning the objection raised by the Appellants regarding the inadmissibility of considering the lawsuit due to res judicata, based on the final and conclusive judgment issued in Lawsuit No. 126 of 2021/22 Ras Al Khaimah, which ruled on the validity of the sale contract dated 01/10/2015, by which the Defendants—first: Caesar DeGracia Santos, and second: Marcela Yasmin Simmons—sold the company OneCoin Ltd. (License No. 14082-12, issued by the Ras Al Khaimah Free Zone Authority of the Government of Ras Al Khaimah) to Sheikh Saud, and considering the previous ruling in the final and conclusive judgment issued by the Fujairah Court—Ruja's domicile—in Lawsuit No. 702/2021 (Civil, Partial), final and conclusive judgment issued on 21 December 2026, which stated in its operative part: "For these reasons, the court ruled in the presence of the defendant to confirm the signature of the

Appellee/Ruja Ignatova on the acknowledgment by which she admitted receiving 230,000 bitcoins from the Appellant on four devices stored on four USB flash drives"—this objection is unfounded.

This is because, as established in the jurisprudence of the Court of Cassation, for a judgment to have the force of res judicata that prevents the dispute from being re-litigated, there shall be unity of the subject matter, cause, and parties in the present and previous cases. This unity is determined by the trial court as long as its judgment is based on sound reasoning. Moreover, as established in the jurisprudence of the Court of Cassation, a judgment does not acquire the force of res judicata beyond the subject matter it resolved or against non-parties to the lawsuit in which it was issued.

Given that, and as evidenced in the records, the Appellant was not a party to Lawsuit No. 136 of 2021 (Civil, Partial) Ras Al Khaimah. This case was filed by the First Appellee against the last two Appellees, requesting the confirmation of their signatures on the company's sale contract (OneCoin Ltd.) in favor of the First Appellee. Furthermore, Lawsuit No. 702 of 2021 (Civil, Partial) Fujairah was filed by the First Appellee against the Appellant, seeking a judgment to confirm its signature on the acknowledgment of receipt of the sale price of the second Appellee company. This indicates that the subject matter in these two cases differs from that of the present case. Consequently, the judgments issued in each

of these cases—assuming they have become final—do not have res judicata effect against the Appellant. Therefore, the objection regarding the inadmissibility of considering the lawsuit due to res judicata from the aforementioned cases is unfounded.

Whereas regarding the request of the Appellants to direct a decisive oath to the Appellee in the first and last appeals - the First Appellee - in the following form: I swear by Almighty Allah that I appointed Attorney Ali Al-Aidaroos to represent me in filing a lawsuit against Sheikh Saud and that the power of attorney issued to him is valid, and that OneCoin Ltd. is a company owned by Risk Limited and that I have been the owner of Risk Limited since its inception to the present and have never relinquished any share of it, and that (Edward Enric Harris Robinson - and Elfa Marja Bolivar De Rodriguez) are not owners of Risk Limited and that the certificate extracted from the commercial register of Ras Al Khaimah International Companies Center dated 29/06/2021 under number ..... indicating that they are the owners of the company is forged, and that they forged the sale contract of that company from me to them, and that the certificate issued by the same center regarding the liquidation of the company to them dated 16/05/2018 is forged, and that what Elfa and Edward obtained from the judgment issued in Lawsuit No. 109 of 2022 Commercial Appeal from Dubai Emirate, which proves that they are the owners of Risk Limited and that they liquidated Risk Limited and received

its funds as per the judgment mentioned at Mashreq Bank in the amount of AED 20,855,350.46 is forged as they are not the owners of the company at all, and I swear that I did not attend the palace of His Highness Sheikh Saud in the UAE in 2015 or at any prior or subsequent date and have not met His Highness Sheikh Saud at all, and I did not receive from it 230,000 Bitcoins or more or less on four USB flash drives, and did not receive any compensation or any amount of money from His Highness Sheikh Saud as payment for OneCoin Ltd. either personally or on behalf of Caesar DeGracia Santos and Marcela Yasmin Simmons, and that OneCoin Ltd. is owned by me and I did not sell it to His Highness Sheikh Saud, and it is not owned by Caesar and Marcela or (Edward Enrique and Elfa Marja) or any other owners, and I swear that I did not sign any acknowledgment to Sheikh Saud and did not sell it to him at all, nor that he is the owner of the company, and I did not undertake to bring powers of attorney from Caesar and Marcela - as they are the owners of the company - authorizing the transfer of the company's ownership to his name and I did not issue any power of attorney for him to sell the company. Allah is my witness to what I say and that Caesar and Marcela did not sell the company to His Highness Sheikh Saud. Therefore, it is unacceptable, as it is established in the jurisprudence of the Court of Cassation that the principle of res judicata is a matter related to public policy and it is not permissible to direct a decisive oath in a matter contrary

to public policy, which means that it is prohibited for a party to direct a decisive oath to its opponent if the purpose is to deny the presumption derived from the judgment that has the force of res judicata.

It is established – according to the jurisprudence of the Court of Cassation – that any party in any case, even for the first time before the Court of Appeal, may direct a decisive oath to the other party, even if it contradicts a written evidence issued by the party requesting the oath, provided that the fact on which the oath is directed is relevant to the dispute and decisive to all or part of it, and pertains to the person to whom the oath is directed. The oath shall relate to what the latter has done or claimed, either affirmatively or negatively, and the requesting party shall not be abusing the right to request it, and the fact should not be contrary to public policy or morals, or involve a legally punishable crime. This implies that while the decisive oath is a right of the parties and the judge shall respond to the request if its conditions are met, and it is intended for the party as a last resort when other means of proof are lacking, it shall pertain to a fact in the lawsuit, and therefore it cannot be directed on a legal issue as the determination of such a matter is within the exclusive purview of the judge, not the parties. Furthermore, the assessment of the conditions for accepting a request for a decisive oath is within the discretionary power of the trial court, which cannot be reviewed by the Court of Cassation as long as its decision is based on sound reasons supported by

evidence in the lawsuit. Given that, and as the Appellants requested the direction of the decisive oath to the First Appellee regarding the aforementioned facts, and it is established from the documents that the annulment judgment issued by the Court of Cassation in Appeals No. 14, 1028, and 1084 Commercial on 14/12/2022 ruled to reject the argument made by the Appellees concerning the validity of the power of attorney of their representative in the lawsuit, which is a judgment having the force of res judicata, therefore it is not permissible to direct a decisive oath to the Appellee on a fact contradicting the authority of the aforementioned judgment. Additionally, the other facts pertain to a legal issue, namely the ownership of the company and the validity of the transaction, which is a legal matter decided by the judge of the lawsuit. Therefore, it is not permissible to direct a decisive oath regarding it, and the request of the First Appellees to direct it to the Appellee is therefore lacking legal basis. Regarding the remaining defenses presented by the Appellees and their request to direct the supplementary oath in the previously mentioned form to the First Appellee and the subject of the appeal, it is established, according to Articles 924 and 948 of the Civil Transactions Law and the jurisprudence of the Court of Cassation, that an power of attorney is a contract by which the principal appoints another person in its place for a permissible and known transaction. The original subject of the power of attorney is a legal act performed by the agent on behalf of the principal,

and as long as the agent accepts to perform this act, the power of attorney is implicitly inferred from this acceptance. The agent is obligated to provide the principal with the necessary information about the execution of the power of attorney and to render an account of it. Moreover, an agent authorized to sell the principal's property without specifying the sale price may sell it at a reasonable price. However, if the principal specifies the sale price, the agent may not sell it for less without prior authorization or subsequent ratification from the principal. If the agent sells it at a lower price without such authorization and delivers it to the buyer, the principal has the option to reclaim the sold property, ratify the sale, or hold the agent liable for the deficiency.

It is also established in the jurisprudence of the Court of Cassation that a private document that has not been issued by the party cannot be used as evidence against it unless it expressly or implicitly acknowledges it. Moreover, the opinion of the expert appointed in the lawsuit is considered an element of evidence subject to the trial court's discretion, which is not subject to review by the Court of Cassation if the court is convinced of the adequacy of the research conducted and the soundness of the basis of the report. Additionally, the characterization of the parties in the lawsuit is within the trial court's discretion as it pertains to understanding the facts of the lawsuit, as long as the court bases its judgment on reasonable grounds. The court also has the authority to interpret contracts and

documents in the manner it deems best to achieve the intentions of the contracting parties and the concerned parties, in order to determine the nature of the relationship between the parties to the lawsuit. It is also established that the trial court has full authority to ascertain and understand the facts of the lawsuit, evaluate the evidence presented, and prefer what it finds convincing. The court has the discretion to assess the expert's work, as it is an element of evidence in the lawsuit and falls under the court's absolute authority to accept it if the court is convinced and finds it consistent with what it perceives to be the truth in the lawsuit. The trial court's evaluation of witness testimony in the lawsuit is subject to what the court finds trustworthy, and it is not subject to review, as the court may accept the testimony of one witness over another or may not accept the testimony at all, as long as the court's judgment is based on sound reasons sufficient to support it. The court is not required to address every aspect of the party's defense or respond to every statement and argument individually, as the court's establishment of the truth and the provision of evidence for it serves as an implicit response, negating everything else.

The Court of Cassation has consistently held that the supplementary oath is directed by the court on its own initiative to any of the parties in the lawsuit as an attempt to complete its conviction if the evidence presented in the lawsuit is insufficient to form its belief. This means that the court

directs it to the party to complete its argument and supplement its evidence with the oath so that the court may be guided by it in ruling on the lawsuit. Therefore, it has no place in a case lacking evidence or in a case with complete evidence, and it is not a right of the parties that the court is obligated to grant. Instead, it is the court's right to direct it out of a desire to seek the truth, and this is subject to the court's discretion without being subject to review by the Court of Cassation. Given that, and based on the documents and evidence of the lawsuit, as well as the report of the expert committee appointed by this court, it is established that the Second Appellee - the Second Appellant - was established in the Free Zone for International Companies in Ras Al Khaimah on 08/05/2014 with 1,000 shares for a total amount of AED 1,000 for its owner, Martin Rudolph Alexander, for the purpose of conducting any business and activities according to the rules of the Free Zone for International Companies in Ras Al Khaimah. The company's name was changed on 21/10/2014 to OneCoin Ltd., and on 12/04/2015, its ownership was transferred to Resig Limited for an amount of AED 1,000, and on 12/04/2015, its ownership was transferred to the Fourth and Fifth Appellees, equally between them, for an amount of AED 1,000.

The Appellant was representing the company and had the right to manage its bank accounts with the Third Appellee bank since its establishment. If the Honorable Court confirms the validity of the sale contract dated

01/10/2015 attributed to the Fourth and Fifth Appellees, or the acknowledgment attributed to the Appellant (without a date), or if the court accepts the testimony of Mr. Wasfi Mohamed Abdel Karim, it is evident to the Committee that on 01/10/2015, the Fourth and Fifth Appellees sold the Second Appellee company to the First Appellee in exchange for 230,000 Bitcoins, valued at AED 198,210,000 at that time, which were delivered to them by the Appellant through four memory sticks that the latter had previously received from the First Appellee. The First Appellee then transferred the ownership of the Second Appellee Company to himself based on powers of attorney issued to him by the Fourth and Fifth Appellees, who were the previous owners of the Second Appellee Company. The amount deposited in the account of the Second Appellee Company with the Third Appellee bank, which was recently deposited by the bank in the court treasury, amounted to AED 209,868,011.19. Since no documents were presented to the Expert Committee indicating any assets or liabilities of the Second Appellee Company, the net value of the company's cash assets available in its bank account corresponds to the value of the Bitcoins paid by the First Appellee in exchange for purchasing the company on 01/10/2015.

If it is proven that the sale contract dated 01/10/2015 attributed to the Fourth and Fifth Appellees is not valid, or if the acknowledgment attributed to the Appellant (without a date) is found to be invalid, and the

testimony of Mr. Wasfi Mohamed Abdel Karim is not accepted, it is clear to the Expert Committee that the Second Appellee company was established in the Free Zone for International Companies in Ras Al Khaimah on 08/05/2014 with 1,000 shares for a total amount of AED 1,000 by its owner, Martin Rudolph Alexander, for the purpose of conducting any business and activities according to the rules of the Free Zone for International Companies in Ras Al Khaimah. The company's name was changed on 21/10/2014 to OneCoin Ltd., and on 12/04/2015, its ownership was transferred to Resig Limited for an amount of AED 1,000. On the same date, 12/04/2015, the ownership of Resig Limited was transferred to the Appellant, who, on the same day, as the true owner of the Second Appellee company and with the right to manage its bank accounts with the Third Appellee bank since its establishment, transferred the ownership nominally to the Fourth and Fifth Appellees for AED 1,000 each. The Appellant and the Fourth and Fifth Appellees then issued a power of attorney to the First Appellee to act on their behalf in disposing of commercial, professional, or industrial licenses by transferring or mortgaging them, whether to himself or others, etc. The First Appellee, exploiting the power of attorney issued to him by the Fourth and Fifth Appellees, transferred the ownership of the Second Appellee company to himself without the consent or approval of either the Appellant, as the true owner of the Second Appellee company, or the Fourth and Fifth

Appellees, as the nominal owners of the Second Appellee company, for only AED 1,000. This amount does not correspond to the value of the company and the amount deposited in its account with the Third Appellee bank, which was recently deposited by the bank in the court treasury in the amount of AED 209,868,011.19, especially since no documents were presented indicating any liabilities owed by the Second Appellee Company.

Given this, and since the last two Appellees—who are the Appellants in the second appeal—intervened in the lawsuit in support of the plaintiff and acknowledged its ownership of the Second Appellee company, it is inferred from the Expert Committee's report submitted before this court that after the ownership of this company was transferred to the Appellant on 12/04/2015, she, on the same day, as the true owner of that company and the person entitled to manage its bank accounts since its establishment, transferred the ownership of that company nominally to the last two Appellees. From this, the court concludes that she is the true owner of that company, giving it the right to file the present lawsuit. The statement by the Appellees that the Appellant was not the owner of Resig Limited and that this company was liquidated does not change this conclusion, as it has been proven that the latter company had transferred the ownership of the Second Appellee Company to the Appellant in the first and last appeals.

There is no benefit in the insistence of the first two Appellees on denying the authenticity of the acknowledgments in documents 2 and 3 of the evidence bundle submitted before the First Instance Court and attached to the statement of claim and their request to compel the Appellant to present them for contesting their forgery. This court has recognized the intervention of the last two Appellees in support of the Appellant in its lawsuit and their acknowledgment in the lawsuit of its ownership of the Second Appellee Company. The court also dismisses the statements of the First Appellee's witnesses, as they did not specify the details of the agreement they claimed occurred between the Appellant and the First Appellee regarding the alleged purchase of the Second Appellee company from her, nor the value of this purchase and what was paid in exchange for it. Notably, it was proven by the report of the General Department of Forensic Evidence at Dubai Police that the signature attributed to the Appellant on the acknowledgment, which includes its receipt of the sale price of this company, is not its signature. Therefore, the statements of the First Appellee's witnesses should be disregarded.

Therefore, the First Appellee’s action in transferring the ownership of the Second Appellee company to himself based on the power of attorney issued to him by the last two Appellees, and according to the second scenario of the final conclusion of the Expert Committee's report submitted before this court, which this court trusts and adopts in this

regard, was not at a fair price. It was below the value without the approval of the Appellant—who is the true owner of this company as previously explained—or its ratification of this sale, which entitles it's to request the retrieval of this company.

Whereas, based on the foregoing and the reasons provided in the primary judgment concerning the subject of the lawsuit, which this court approves and adopts insofar as they do not conflict with the reasons provided in this judgment, it is necessary to uphold the ruling of the primary judgment. There is no need to administer the supplementary oath, as the court has found sufficient evidence within the lawsuit documents to form its conviction to rule on the matter. Therefore, this request is unfounded.

For these reasons,

The appeal is dismissed, and the contested judgment is upheld. The First Appellant is ordered to bear the costs and pay AED 1,000 as attorney fees, with the security deposit being forfeited.

Signature

Judge/ Mahmoud Abdelhamid Tantawi

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Signature	**Signature**
Judge/ Mohamed El Sayed Mohamed Saleh Al-Nanaa'i	**Judge/ Tariq Yaqoub Al-Khayyat**
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The Panel mentioned at the beginning of this Judgment heard the pleading, set the Lawsuit for adjudicating, and issued and signed the judgment. The Panel pronounced the Judgment is formed according to the minutes of the hearing.

* This Document is signed and approved electronically. You can verify it by visiting Dubai Courts website (Our Public Electronic Services – Inquires).

13 GELDIG VOOR ALLE LANDEN
Valid for all countries / Valable pour tous les pays

14 OPMERKINGEN VAN BEVOEGDE INSTANTIES
Page reserved for the authorities responsible for issuing the passport /
Page réservée aux autorités compétentes pour délivrer le passeport

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PASPOORT
PASSPORT
PASSEPORT

KONINKRIJK DER NEDERLANDEN
KINGDOM OF THE NETHERLANDS
ROYAUME DES PAYS-BAS

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Madani

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دولة الامارات العربية المتحدة
UNITED ARAB EMIRATES

إقامة
RESIDENCE

استوفيت الرسوم

جديد

الرقم الموحد : U.I.D. No
86184221

الملف : File
201/2016/7115726

رقم الجواز : Passport No
NNHPP0696

الاسم : Name
ميمون مداني
MIMOUN MADANI

المهنة : Profession
منسق اعمال
BUSINESS COORDINATOR

الكفيل : Sponsor
الماسه انترناشونال للوساطه العقاريه-دب
AL MASAH INTERNATIONAL REAL ESTATE BROK

جهة الإصدار : Place of Issue
دبي
DUBAI

عدد المرافقين : Accompanied by

تاريخ الانتهاء : Expiry Date
2019/07/20

تاريخ إصدار الإقامة : Issue Date
2016/07/21

التوقيع : Sign.

تعتبر الاقامة لاغية اذا تجاوز حاملها الاقامة خارج دولة الامارات مدة ستة اشهر
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United Arab Emirates

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Name: Mimoun Madani

الجنسية: هولندا

Nationality: Netherlands

Sex: M الجنس: ذكر

Date of Birth 18/05/1977 تاريخ الولادة

Signature / التوقيع

Expiry Date / تاريخ الإنتهاء
20/07/2019

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