

**IN THE HIGH COURT OF JUSTICE**  
**QUEEN'S BENCH DIVISION**

Royal Courts of Justice  
Strand, London, WC2A 2LL

Date: 11/01/2019

**Before :**

**MR JUSTICE JACOBS**

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**Between :**

**(1) AHMED ADEL ABDALLAH AHMED** **Claimants**  
**(2) (2) CBSC EVENTS & EXHIBITION AND**  
**CONFERENCE ORGANIZERS**  
**- and -**  
**SHEIKH HAMAD ISA ALI AL KHALIFA** **Defendant**

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**Stephen Nathan QC and Jonathan Miller** (instructed by **Zaiwalla & Co LLP**) for the  
**Claimants**  
**Andrew Hochhauser QC and Edward Levey** (instructed by **Herbert Smith Freehills LLP**)  
for the **Defendant**

Hearing dates: 12, 13, 14, 15, 16, 19, 20, 22 November 2018

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**Judgment Approved**

**MR JUSTICE JACOBS:**

**A: Introduction**

*The parties and the background*

1. The First Claimant in these proceedings (“Mr. Ahmed”) is an Egyptian national who describes himself as an international businessman. He has been involved in various projects in the Middle East and Europe, and owns the Second Claimant (“CBSC”), a Dubai company. For the purposes of the claim in these proceedings it is generally unnecessary to draw a distinction between Mr. Ahmed and CBSC. I shall therefore refer in this judgment simply to Mr. Ahmed as encompassing both Claimants, unless the context otherwise requires.
2. In December 2015, Mr. Ahmed was introduced to the Defendant (“Sheikh Hamad” or “the Sheikh”), who is a member of the Bahraini royal family and a distant cousin of the King of Bahrain. The introduction was made by the Sheikh’s uncle, Sheikh Abdulrahman Bin Mubarak Bin Hamad Al Khalifa (“Sheikh Abdulrahman” or “the Sheikh’s uncle”). Sheikh Abdulrahman had an existing business relationship with Mr. Ahmed in an import/export trading company. At the time of the introduction, Sheikh Hamad’s father had recently died.

3. Throughout his life, the Sheikh has had a passion for Bollywood films, having been introduced to them as a child by his Indian nanny. Sheikh Abdulrahman's idea was that Mr. Ahmed might be able to arrange meetings between the Sheikh and Bollywood stars, even though Mr. Ahmed had no prior experience of arranging such meetings and in fact knew rather little about Bollywood. Mr. Ahmed had told Sheikh Abdulrahman that he did have connections within Bollywood, as many high profile stars and their families had various dealings in Dubai, where Mr. Ahmed at that time lived and worked.
4. Three meetings then took place in December 2015 between Mr. Ahmed and Sheikh Hamad at his villa in Bahrain. The discussion concerned the possibility of Mr. Ahmed arranging for the Sheikh to meet Bollywood stars, and in particular Shah Rukh Khan who is an 'A' List Bollywood star and celebrity.
5. Following those December meetings, Mr. Ahmed and Sheikh Hamad were in regular touch by text and phone. Mr. Ahmed's case is that a legally binding agreement was reached between them in a call on 7 January 2016, lasting 19 minutes and 52 seconds, at 14:08 in the afternoon, when Mr. Ahmed was in Dubai and Sheikh Hamad was in London. Mr. Ahmed alleges that the key material terms of the agreement were that:
  - a) Mr. Ahmed would facilitate or arrange meetings between Sheikh Hamad and at least 26 Bollywood film stars whom Sheikh Hamad would (and did) choose;
  - b) For that purpose, Sheikh Hamad would appoint Mr. Ahmed as his sole or exclusive representative;
  - c) Sheikh Hamad would pay Mr. Ahmed an all-in fee of US\$ 1.5 million for each such meeting with a Bollywood film star on his list;
  - d) Sheikh Hamad would pay Mr. Ahmed a bonus payment of US\$ 500,000 on completion of every third successful meeting;
  - e) The costs and expenses incurred by Mr. Ahmed in setting up and organising each such meeting would be met by Mr. Ahmed as part of his all-in fee. These expenses would include, for example, the travel and accommodation costs of Sheikh Hamad and his entourage as well as the expenses and fees of each Bollywood star.
6. Mr. Ahmed did indeed arrange a number of successful meetings. These took place between January and March 2016, when Sheikh Hamad met four major Bollywood stars, namely: Shah Rukh Khan on 16 January 2016 in Mumbai; Salman Khan on 11 February 2016 in Mumbai; Ranveer Singh on 6 March 2016 in Dubai; Aditya Roy Kapoor on 16 March 2016 in Dubai; and a second meeting with Ranveer Singh on 17 March 2016, also in Dubai. The latter two meetings took place at around the time of the Times of India Film Awards ("TOIFA") in Dubai.
7. It is also common ground that Mr. Ahmed received substantial sums of money from the Sheikh in connection with his efforts to arrange these meetings. The Sheikh contends that he paid Mr. Ahmed the equivalent of around US\$ 3.4 million, and Mr. Ahmed acknowledges that he received the equivalent of around US\$ 3 million. The

majority of these monies were paid in cash, although there are substantial disputes between the parties as to how much was paid and when. On any view, these payments meant Mr. Ahmed was well rewarded for his work in arranging the meetings, and he made a substantial profit. The documented costs of the 5 meetings were at most US\$ 490,742.85, although Mr. Ahmed also said that he incurred undocumented costs of around US\$ 1 million for the Shah Rukh Khan meeting (comprising US\$ 250,000 as a fee paid to Shah Rukh Khan and his agents, a further US\$ 750,000 for security, hotel costs and tips) and US\$ 500,000 as a fee paid to Salman Khan. Inclusive of these undocumented costs, the total amount alleged by Mr. Ahmed to have been spent was just under US\$ 2 million. This yielded a profit, assuming that the total amounts received by Mr. Ahmed were around US\$ 3 million, of around US\$ 1 million for work which took place over a period of 3 months. The profit would obviously be substantially greater if (as the Sheikh contends) all or some of the undocumented costs were not incurred, and the amounts received were US\$ 3.4 million. At a late stage in the proceedings, Mr. Ahmed intimated an intention to amend the claim to plead a quantum meruit. This application was, however, not pursued: no doubt because the amounts received by Mr. Ahmed exceeded any sums that the court would be likely to award on a quantum meruit.

8. Despite the success of the 5 meetings arranged by Mr. Ahmed, the relationship between the parties soured during the TOIFA visit in March 2016. On the way back from those awards, Sheikh Hamad's banker – Mr. Ali Habib Qassim (“Mr Ali”) - told Mr. Ahmed, in a written WhatsApp exchange, that the Sheikh no longer wanted Mr. Ahmed to arrange any meetings. No further meetings were then arranged by Mr. Ahmed, although the Sheikh's interest in meeting Bollywood stars remained.
9. The Sheikh did then meet a number of Bollywood stars in a trip to India in April 2016. This trip was arranged by a Mr. Sameer Qureshi, who was paid a fraction of the amount that the Sheikh had paid Mr. Ahmed: Mr. Qureshi was paid US\$ 1 million in total in relation to the approximately 13 actors that the Sheikh met. During that trip, Mr. Ahmed turned up uninvited at the Sheikh's hotel, and confronted the Sheikh. But he was asked to leave by members of the Sheikh's entourage and the hotel staff.
10. Some months later, in July 2016, Mr. Ahmed's solicitors wrote a pre-action protocol letter to the Sheikh. Proceedings were in due course served personally on the Sheikh when he was in London. A jurisdictional application by the Sheikh to stay the proceedings was dismissed by Sir Jeremy Cooke in May 2017.

*The claims made and the issues in outline*

11. Mr. Ahmed's case in summary is that he had a contract with Sheikh Hamad which entitled Mr. Ahmed, as the Sheikh's exclusive agent, to arrange meetings with 26 Bollywood stars, and pursuant to which Sheikh Hamad was bound to pay US\$ 1.5 million for each meeting together with a bonus of US\$ 500,000 for every third meeting. By bringing the relationship to an end in March 2016, the Sheikh had acted in repudiatory breach of the contract. Mr. Ahmed's claims in the present proceedings are for balances allegedly owed in respect of the 5 meetings (with 4 stars) that did take place: Mr. Ahmed claims US\$ 1.5 million in respect of each of the 5 meetings, together with one bonus of US\$ 500,000. He also claims damages in respect of the meetings that did not take place as a result of the premature termination. Such

damages are calculated on the basis that he was contractually entitled to arrange a further 22 meetings.

12. These claims all arise from the agreement alleged to have been reached in the telephone call on 7 January 2016. However, Mr. Ahmed's case was that he had valid claims even if the court did not accept his case on all aspects of the agreement alleged to have been reached on that date. Thus, if there were simply an agreement for exclusivity, then this was broken when the Sheikh arranged to meet and did meet a number of stars in April 2016 through the introductions effected by Mr. Qureshi. The Sheikh met around 13 Bollywood actors on that occasion, as well as two film producers who had introduced some of these stars to the Sheikh. Similarly, even if there were no arrangement for exclusivity, then there was nevertheless a continuing contract between Mr. Ahmed and the Sheikh pursuant to which Mr. Ahmed was authorised to negotiate with stars with a view to arranging meetings, and Mr. Ahmed was entitled to a reasonable period of notice of termination of such contract. A reasonable notice period would be 6 months, or at least 3 months, and Mr. Ahmed would be entitled to damages calculated by reference to the meetings that he could and would have arranged during the notice period. Finally, even if there were no claim for meetings which did not take place, there were outstanding sums owed for the 5 meetings which did happen.
13. There is also a separate claim for US\$ 500,000 which is the sum which Sheikh Hamad is alleged to have agreed to pay Mr. Ahmed for CBSC's sponsorship of TOIFA. This claim was not based upon the 7 January phone conversation, but rather upon an oral agreement reached on or about 6 March 2016. Mr. Ahmed's case was that the Sheikh did not want personally to be a sponsor of TOIFA in his own name, but agreed with Mr. Ahmed that CBSC would become a sponsor and that the Sheikh would pay US\$ 500,000 by way of remuneration.
14. The defence to the claim was straightforward. Sheikh Hamad denied that any agreement, as alleged by Mr. Ahmed, was made in the January 2016 phone call. If, however, any agreement can be spelt out of that phone call, then there was no intention to create legal relations. The Sheikh also contended that any arrangement was terminable at will, so that there could in any event be no claim for damages in relation to the meetings that were arranged, or could have been arranged, during April 2016 or subsequently. Sheikh Hamad also denied that there was ever any agreement to pay US\$ 500,000 for the sponsorship of TOIFA.

**B: The trial and the witnesses**

15. The trial took place over 7 days in November 2018. For the Claimants, oral evidence was provided by Mr. Ahmed himself and Mr. Tony Bansal, who is an Indian friend and business associate of Mr. Ahmed. For the Defendant, oral evidence was given by Sheikh Hamad himself, Mr. Ali (the Sheikh's banker) and by Mr. Mohammed Saffy ("Mr. Saffy") who worked as the Sheikh's personal assistant.
16. A number of other witnesses gave evidence in the form of written witness statements, some of which were served pursuant to the Civil Evidence Act, which were not cross-examined upon. These included statements from experts in Bahraini law. It was agreed that it was for me to attach such weight to these statements as I considered

appropriate, with neither side contending that the evidence should be accepted simply because it had not been cross-examined upon.

*Approach to the evidence*

17. There were acute conflicts of evidence between the witnesses on numerous aspects of the events which occurred during the relatively short 3 month period of the relationship between Mr. Ahmed and the Sheikh. It was common ground that the approach to be taken in resolving those conflicts, and in particular the conflict as to what was said during the telephone call on 7 January 2016, was that commended by Robert Goff LJ in *Armagas Ltd v. Mundogas S.A. (The Ocean Frost)*, [1985] 1 Lloyd's Rep. 1, 57:

“Speaking from my own experience, I have found it essential in cases of fraud, when considering the credibility of witnesses, always to test their veracity by reference to the objective facts proved independently of their testimony, in particular by reference to the documents in the case, and also to pay particular regard to their motives and to the overall probabilities. It is frequently very difficult to tell whether a witness is telling the truth or not; and where there is a conflict of evidence such as there was in the present case, reference to the objective facts and documents, to the witnesses' motives, and to the overall probabilities, can be of very great assistance to a Judge in ascertaining the truth.”

18. In the same case, Dunn LJ said (to similar effect):

I respectfully agree with Lord Justice Browne when he said in *re F*, [1976] Fam. 238 at p. 259, that in his experience it was difficult to decide from seeing and hearing witnesses whether or not they are speaking the truth at the moment. That has been my own experience as a Judge of first instance. And especially if both principal witnesses show themselves to be unreliable, it is safer for a Judge, before forming a view as to the truth of a particular fact, to look carefully at the probabilities as they emerge from the surrounding circumstances, and to consider the personal motives and interests of the witnesses. As Lord Wright said in *Powell v. Streatham Manor Nursing Home* sup. at p. 267:

. . . Yet even where the Judge decides on conflicting evidence, it must not be forgotten that there may be cases in which his findings may be falsified, as for instance by some objective fact . . .

and he referred in particular to some conclusive document or documents which constitute positive evidence refuting the oral evidence of the witnesses.

19. The approach of Robert Goff LJ was approved by the Privy Council in *Grace Shipping v Sharp & Co* [1987] 1 Lloyd's Rep 207 at 215-216:

And it is not to be forgotten that, in the present case, the Judge was faced with the task of assessing the evidence of witnesses about telephone conversations which had taken place over five years before. In such a case, memories may very well be unreliable; and it is of crucial importance for the Judge to have regard to the contemporary documents and to the overall probabilities.

...

That observation [i.e. of Robert Goff LJ] is, in their Lordships' opinion, equally apposite in a case where the evidence of the witnesses is likely to be unreliable; and it is to be remembered that in commercial cases, such as the present, there is usually a substantial body of contemporary documentary evidence.

20. Robert Goff LJ's approach is also reflected in more recent authority such as *Gestmin SGPS SA v Credit Suisse (UK) Ltd* at [2013] EWHC 3560 (Comm) at [15]-[23]. That approach is equally apposite in cases where fraud is not alleged, and there was no dispute in the present case that my approach should be to consider the objective evidence and in particular the documentary evidence, as well as the inherent probabilities, and to test the accounts of the witnesses against those matters.

*Mr. Ahmed*

21. Mr. Ahmed made 6 witness statements (including those relating to the jurisdictional dispute determined by Sir Jeremy Cooke), each of which was given in English. He gave his evidence in English, which he spoke well, although from time to time he called upon the assistance of the interpreter. He was cross-examined for over two days. In assessing his evidence, I take into account the fact that English is not his first language, and I endeavoured throughout his cross-examination to ensure that he did understand the question that he was being asked.
22. He was a very frustrating witness, since his answers to the questions were frequently very long, and included matters (such as criticisms of Sheikh Hamad and others) which had little or nothing to do with the question which was asked. On some occasions, it was clear that at some point through his answer, Mr. Ahmed had forgotten what the question was. On a large number of occasions I had to remind Mr. Ahmed to listen to the question and answer it, as did the cross-examiner Mr. Hochhauser QC. Indeed, Mr. Ahmed's approach clearly and quite reasonably caused his own counsel some concern, and on a number of occasions Mr. Nathan QC rose to his feet, also to tell Mr. Ahmed to listen to the question and answer it. Indeed, at one point Mr. Nathan suggested that Mr. Ahmed's solicitor should speak to him during a break in order to reiterate this. Against this background, I accept the submission on behalf of Sheikh Hamad that Mr. Ahmed's primary interest lay not in assisting the court, but in arguing the case, and that he used cross-examination as a platform for making speeches, and that these were frequently not directed towards the question posed.

23. In assessing his evidence, however, I considered it very important not to allow the frustrating way in which Mr. Ahmed gave his evidence to dictate my assessment as to whether or not his evidence on the key issues was to be accepted. Nevertheless, there were various aspects of his evidence, apart from the manner in which he gave it, which led me to the conclusion that he was not a witness upon whom I could place reliance. For example, his evidence as to what happened at TOIFA was that, after the Sheikh left, Mr. Ahmed presented the best actor award instead of the Sheikh. After Sheikh Hamad's lawyers had sent a list of contemporaneous documents showing that someone else had presented that award, Mr. Ahmed changed his case and said (in a response to a request for information verified by a statement of truth) that he had presented the best director award. During the trial, Mr. Ali was cross-examined on the basis that Mr. Ahmed had given the best director award, and Mr. Ahmed's evidence was to the same effect. In fact, a video obtained by Sheikh Hamad showed that this too was not true, and that Mr. Ahmed has presented a rather less prestigious award for "Best Playback Singer (female)". I was unimpressed by the suggestion that this evidence could be explained by reference to the fact that the "Best Playback Singer (female)" award had been accepted, on the night, by the person who had won the best director award. There is an obvious distinction, as Mr. Ahmed would have appreciated, between presenting the award for best director and presenting the best playback singer (female) award, and I do not accept that Mr. Ahmed's evidence on this area of the case was truthful.
24. Similarly, his evidence relating to certain "Special Authorisation Bonds" (discussed in more detail below) was less than frank in his early witness statements. In those statements, his evidence was that these bonds were needed in order to establish his credibility and credentials with agents to the Bollywood stars in India, and that they were needed in order to set up meetings. It was this evidence that was before Sir Jeremy Cooke at the jurisdiction hearing. It was only in much later statements that the suggestion was made that there was an additional reason for these bonds, namely to assist in banking the large amounts of cash that he received. As a result of Mr. Bansal's evidence, it became clear that the bonds were not needed for the purposes of establishing credibility with the agents. Mr. Bansal, who was arranging logistics in India, never showed any of the bonds to any agents, and indeed only ever saw one of them. By the time that the first bond was given to Mr. Ahmed (on 25 January 2016), Mr. Bansal had established his credentials with Salman Khan by sending an e-mail explaining his representation of Sheikh Hamad, and this was treated as sufficient and satisfactory for that purpose.
25. Mr. Ahmed's evidence as to the circumstances leading to the departure of the Sheikh from TOIFA was also unsatisfactory and conflicting, and further demonstrated his unreliability as a witness. The Sheikh's explanation for his departure, as set out in his third witness statement, was that he understood that he would be attending the main awards ceremony on the evening of 18 March 2016, and would be sitting in the front row of the audience. He was very much looking forward to the show. However, he said that on the day of the ceremony, Mr. Ali received a call from Mr. Ahmed. The message relayed to the Sheikh as a result of that call was that the Sheikh's invitation to the ceremony was being revoked, because of what the Sheikh described as vague "security" reasons.

26. In his response to that evidence, Mr. Ahmed in his 5<sup>th</sup> witness statement challenged this account and said it was “untrue”. He rejected entirely the suggestion that he would have concocted vague security issues in order to keep the Sheikh away from TOIFA. He went on to say that the “true position is that I do not really know the reason why the Defendant decided that he wanted to leave Dubai”. In his oral evidence, however, Mr. Ahmed gave evidence which, in my view, could not be reconciled with his witness statement. The thrust of that evidence was that the reason that the Sheikh left TOIFA was that he received a call from the Royal court in Bahrain (Mr. Ahmed referred to the Prime Minister) and was told that he had to leave. According to Mr. Ahmed, he did indeed then tell the Sheikh that he should not attend the ceremony because of security reasons. However, the reason that he said this was because Mr. Ali had told him to say it. Mr. Ali had told him that Mr. Ahmed was the only one who could convince the Sheikh, and Mr. Ahmed said that he did then “convince him”. There was therefore, on Mr. Ahmed’s evidence, a charade whereby the Sheikh had been told by the Royal court that he should leave Dubai, but Mr. Ali wanted the Sheikh to be persuaded by Mr. Ahmed that the real reason that he had to leave was for security reasons.
27. Mr. Ahmed suggested in his evidence that he had not previously given this account of how the Sheikh came to leave TOIFA because he had been asked to keep it secret, and felt obliged to keep his word. I was not impressed by this explanation. If there were some secrecy attached to the reasons for the Sheikh’s departure, then Mr. Ahmed could have mentioned that fact in his witness statement, and could (if he felt obliged to preserve secrecy) have omitted providing an explanation for what happened. There was no reason to say, in a statement whose accuracy he confirmed at the start of his evidence, that the Sheikh’s account of what he was told (security reasons) was untrue. Nor was there any reason to say that he did not “really know the reason why the Defendant decided that he wanted to leave Dubai”; when, on Mr. Ahmed’s case, the reason was the call from the Royal court.
28. I shall deal in more detail below with the events at TOIFA, and simply say at this stage, that I have no hesitation in rejecting Mr. Ahmed’s inconsistent evidence concerning the departure of the Sheikh from TOIFA.
29. As will become clear later in this judgment (see Section D2 below), I also considered that Mr. Ahmed’s case has changed in material respects from that put forward in a WhatsApp exchange with Mr. Ali in April 2016 prior to the commencement of these proceedings. The WhatsApp exchange is important because it was the first written articulation by Mr. Ahmed of a claim against the Sheikh, and indeed the only written articulation prior to the pre-action protocol letter. As described below, a number of the statements made by Mr. Ahmed in that exchange were not true. The case has also changed in material respects from the way in which it was put forward in the pre-action protocol letter sent in July 2016.
30. I therefore did not consider Mr. Ahmed to be a reliable witness, although he was clearly a witness who by the time of the trial had convinced himself that what he was now saying about the agreement reached with the Sheikh was true.



31. Sheikh Hamad's approach to giving evidence was very different to that of Mr. Ahmed. He did seek to engage with each question and attempt to answer it. As he became more used to the process of cross-examination, and gained a degree of confidence, some of his answers did become longer and to an extent more argumentative. However, this never approached the heights (or depths) of Mr. Ahmed's evidence in that regard. Generally speaking I considered that the Sheikh did seek to assist the court with his answers and he did try to give an accurate account of what had transpired, albeit that his answers were inevitably coloured by the fact that he was defending a very large claim against him and he was naturally therefore motivated to give answers which assisted his case.
32. All of that said, this is not a case where I consider that I can or should automatically prefer the Sheikh's evidence to that of Mr. Ahmed on disputed issues. The Sheikh did make a number of extreme statements in some of his witness statements, and these could not be sustained. For example, in paragraph 40 of his third witness statement, the Sheikh seemed to suggest that he did not know what the word 'contract' meant, in the context of a text message from the Sheikh which referred to "al[I] the best in our new contract". It became clear in evidence that he certainly did understand what a contract was. He also asserted in his second statement that gifts for the stars were the responsibility of Mr. Ahmed, but in evidence he recognised that this was his responsibility. It was, however, to his credit that where, on reflection, an assertion in his witness statements was not correct, the Sheikh did not seek to argue for its correctness. I was also puzzled by the Sheikh's evidence that he had not appreciated that CBSC was a sponsor of TOIFA, since there were photographs of the Sheikh relating to that event which showed CBSC's name in a position that would ordinarily be associated with being a sponsor.
33. Furthermore, as described below (see section D3), I was not satisfied that the Sheikh had given Mr. Ahmed as much as the US\$ 700,000 which he claimed to have given at the third meeting in December 2016. The Sheikh's evidence in that regard was, to my mind, not deliberately misleading. But it is clear that the Sheikh was not at all careful with his money, and he did not keep track of the large amounts that he was giving away. It is therefore not surprising that there might be some errors in his evidence as to how much he paid to Mr. Ahmed.
34. In these circumstances, I could not proceed on the basis that the Sheikh's evidence was entirely accurate, or that he was always reliable, although I do not doubt his truthfulness in the way in which he gave evidence at trial. However, this is clearly a case where in assessing the evidence of both the main witnesses, it is essential carefully to consider the objective evidence and the inherent probabilities.

*Tony Bansal*

35. Mr. Bansal was involved in arranging the logistics of the meetings which took place with Shah Rukh Khan and Salman Khan in India. He was not involved in the 7 January 2016 conversation, or in the arrangements for TOIFA or its sponsorship. He was an honest witness. Indeed his evidence – for example in relation to the fact that he did not use any of the special authorisation bonds, and as to his business dealings with Mr. Ahmed – was in some respects relied upon by the Sheikh in his closing submissions. However, his evidence did (as further discussed in section D3 below) show distinct signs of firming up, in favour of Mr. Ahmed, as the case progressed. As

with all the evidence in the case, it is therefore important to test Mr. Bansal's evidence against the documents and the inherent probabilities.

*Mr. Ali*

36. Mr. Ali's banking relationship with the Sheikh started after the death of the Sheikh's father in November 2015. I thought that Mr. Ali was a fair-minded, truthful and indeed impressive witness. He gave a fair assessment of the Sheikh in his first witness statement, when he described him as rather naïve when it came to money and not particularly worldly in that he did not seem appreciate the value of money. Mr. Ali answered all the questions directly, and indeed answered very many of them by acknowledging the truth of the proposition put forward by the cross-examiner. I considered that he was a witness on whose evidence I could place reliance, although it is again important to note that he was not party to the meetings in December 2015 nor the key conversation in January 2016.

*Mr. Saffy*

37. Mr. Saffy gave evidence for the Sheikh, whose closing submissions correctly acknowledged that his evidence added little to the resolution of the issues in the case. He was cross-examined only briefly. His evidence was in the end only material to some evidence which emerged for the first time in Mr. Bansal's evidence during the trial, namely that Sheikh Hamad had written out a list of stars (in the presence of Mr. Saffy and others) when at his hotel on 16 January 2016. Mr. Saffy denied that this happened. As discussed below, I accept Mr. Saffy's evidence that this did not happen in his presence.

*Mr. Dallal and other factual witnesses who served statements*

38. Mr. Hosam Dallal signed two witness statements which were served on the Claimants' behalf. Mr. Dallal had the title of marketing manager for CBSC, but according to Mr. Ahmed this was an overstatement of his real position. He was an immigrant from Syria, and he needed to be given an important sounding job title in order to be allowed to enter Dubai or work there. However, he was actually an uneducated man who simply assisted Mr. Ahmed. There was evidence from Mr. Elmaadawy, who now works for CBSC, that Mr. Dallal could not use a computer or a scanner.
39. Mr. Dallal was potentially an important witness in the case because, according to his first and second witness statements dated respectively 20 April 2017 and 8 March 2018, he had listened to the 7 January 2016 telephone call. Those statements corroborated Mr. Ahmed's account of it.
40. Mr. Dallal was not, however, called as a witness by Mr. Ahmed, either live or by video-link. This was because Mr. Dallal had, as the Claimants perceived it, changed sides. In April 2018, he made contact with Mr. Ali and asked for help as he did not want to "stand in front of God one day having said things which were wrong". He was subsequently interviewed by telephone by the Sheikh's lawyers in a conference call on 3 May 2018. A draft statement was then sent to him on 9 May, and his comments were incorporated. A further revised draft was sent back on 15 May, but this was never signed. The essential reason for this was that Mr. Dallal wanted payment in

return for his evidence, and the Sheikh's lawyers had made it clear that any compensation would be limited to reasonable out-of-pocket expenses.

41. The substance of his evidence, as set out in the unsigned draft statement, was that he had not heard the 7 January 2016 call, and was not in the car at the time of this conversation. He therefore did not know whether the conversation had taken place or not. He also said that he had no knowledge of any agreement between the Sheikh and Mr. Ahmed pursuant to which Mr. Ahmed promised to arrange meetings in return for certain sums of money. Nor did he have any knowledge of a list of stars, and he did not hear about the list until the commencement of the present case. He said that he had been pressurised into giving a statement by Mr. Ahmed, who had repeatedly threatened to withdraw the UAE residency permit from Mr. Dallal and his family unless he said what he wanted Mr. Ahmed wanted him to say.
42. Mr. Dallal's change of sides, and the circumstances surrounding the drafting and creation of his second statement for the Claimants (March 2018), and his unsigned draft third statement for the Sheikh (May 2018), gave rise to a number of witness statements on each side. In particular, Ms. Noor Habib Ebrahim Habib Al Taraiif, an associate lawyer with Zu'bi & Partners in Bahrain, who act for the Sheikh, served a witness statement on 24 June 2018 explaining the circumstances in which the third (unsigned) statement came to be drafted. Subsequently, two witness statements were served on behalf of the Claimants. Mr. Mohamed Elmaadawy, who works as a sales executive for CBSC, had spoken to Mr. Dallal on a number of occasions in April and May 2018, at around the time that Mr. Dallal was in contact with the Sheikh's lawyers. Mr. Elmaadawy had made recordings of two lengthy calls with Mr. Dallal on 23 April and 8 May 2018. These calls include discussion of the fact that Mr. Dallal was now seeking to assist the Sheikh, and they also evidence a considerable amount of animosity on the part of Mr. Dallal towards Mr. Ahmed. In addition, Mr. Russell Strong, who is a solicitor with Zaiwalla & Co., served a witness statement relating to the circumstances in which Mr. Dallal made his second witness statement in January 2018 and its ultimate signing on 8 March 2018. Mr. Strong explained that Mr. Dallal had given his statement in a calm and relaxed manner, and that the answers did not appear to be staged, forced or pre-rehearsed. He had no impression at all that Mr. Dallal was a person speaking under any pressure. He was therefore surprised when, on 20 April 2018, he received a WhatsApp message in which Mr. Dallal asked him to "return my testimony because I in the first certificate was forced by Ahmed Adel Abdullah, and there is in the previous testimony many sayings is not true Ahmed Adel Abdullah forced me".
43. It is clear that Mr. Dallal is a witness who is willing to alter his evidence if he receives payment. This in itself casts doubt upon his integrity and the quality of any evidence that he gives. He is also a witness who has purported – both in the WhatsApp message to Mr. Strong and in the conference call which led to the unsigned third statement – to retract the material parts of the evidence contained in the statements given to the Claimants. It may be that this retraction was motivated by a desire to receive payments from the Sheikh. But it may also be the case that an additional reason for the retraction was that the evidence was indeed inaccurate or untrue. In that regard, I considered it unlikely that Mr. Dallal would have listened to the 7 January 2016 call. The explanation for his being a witness to that call was that it was an incoming call from the Sheikh, and that Mr. Ahmed was travelling in a car with Mr. Dallal at the

time of the call and indeed had just pulled into a parking space at CBSC's offices. However, it became clear as the evidence progressed that that call, which throughout had been relied upon by Mr. Ahmed as the relevant call in which the agreement was made, was not an incoming call at all. It had been made by Mr. Ahmed. Given Mr. Dallal's status, which was essentially Mr. Ahmed's bag carrier rather than an executive involved with business decisions, there was no reason for Mr. Ahmed to put an outgoing call to the Sheikh onto loudspeaker so that Mr. Dallal could hear it.

44. Given these circumstances, and given that Mr. Dallal did not attend the trial so as to give me an opportunity to see him or to hear his explanations for his desire to retract the material parts of the statements given to Mr. Ahmed's solicitors, I do not consider that Mr. Dallal is a witness upon whose statements I can place any reliance at all.

*Applicable law and the expert evidence*

45. The agreement relied upon by Mr. Ahmed had no material connection with English law, save for the fact that it was allegedly concluded whilst the Sheikh was in London. However, neither party pleaded any case based on foreign (i.e. non-English) law, and the case was therefore argued by both parties – subject to one exception – on the basis that there was no relevant difference between any applicable foreign law and English law. Accordingly, I apply principles of English law to the issues in the case.
46. The one exception concerned the special authorisation bonds provided by the Sheikh to the Claimants, as further described below. The parties approached the case on the basis that these bonds were governed by Bahraini law, and each party served a report from a Bahraini law expert to opine as to the effect of these bonds. This evidence was given by Mr. Ian Edge for Mr. Ahmed and Mr. Nezar Raees for the Sheikh. I address this evidence in Section D1 below.

**C: Chronology of the relevant events**

47. The evidence in the parties' lengthy witness statements covered many aspects of the parties' dealings starting with the first meeting between Mr. Ahmed and the Sheikh in December 2015 and continuing with: their subsequent meetings in December 2015; the meeting with the first star, Shah Rukh Khan, in January 2016; further meetings in Bahrain in late January and early February 2016; the meetings with the second star, Salman Khan, in February 2016 and the third star (Ranveer Singh) in March 2016; the events at TOIFA, when the Sheikh met the fourth star, Aditya Roy Kapoor and had a further meeting with Ranveer Singh. The evidence also covered certain subsequent events, and in particular the circumstances in which Mr. Dallal came to withdraw his support for Mr. Ahmed's case and gave an interview to the Sheikh's legal advisers. There were very many factual disputes about these events, but it is not necessary to address and resolve each of them in order to resolve the central issues in the case. In this section, I set out the broad chronological story, including my findings on certain disputed facts. I also identify certain key factual disputed questions which are addressed in more detail in later sections of this judgment. Where text or WhatsApp messages are quoted in this judgment, they are usually reproduced without any attempt to expand abbreviated words or to correct spelling or punctuation errors.

*The first meeting: 20 December 2015*

48. Sheikh Hamad first met Mr. Ahmed on 20 December 2015 at the Sheikh's villa in Bahrain. It was a short meeting, lasting about 30 minutes, and was attended by the Sheikh's uncle. Prior to the meeting, Sheikh Abdulrahman had indicated to Sheikh Hamad that Mr. Ahmed might be able to assist in arranging meetings with some of Sheikh Hamad's favourite Bollywood stars.
49. Sheikh Hamad and Mr. Ahmed got on very well from the start of the meeting. The Sheikh thought that Mr. Ahmed came across as a very impressive international businessman, and that he had considerable charisma. Mr. Ahmed had no prior experience of arranging meetings with Bollywood stars, but he agreed to do some further research into the matter. There was a dispute as to whether or not, at this very first meeting, Sheikh Hamad had offered Mr. Ahmed any money. Mr. Ahmed's evidence was that the Sheikh had gone into another room and had come back with US\$ 100,000 which he wanted to give Mr. Ahmed "in gratitude for agreeing to meet with him". Mr. Ahmed's evidence was that he did not think it appropriate to take that amount of money, and he declined to accept it. Mr. Ahmed said, however, that the Sheikh's uncle had no such qualms, and that he took the cash.
50. If this had indeed happened, it provides an illustration of the Sheikh's remarkable generosity if not profligacy with money. In my judgment however, it would have been a remarkable and improbable thing to have happened at what was a short introductory meeting, during which Mr. Ahmed had indicated his lack of experience in arranging meetings with Bollywood stars. I was not persuaded that this money had been offered to Mr. Ahmed at that stage.

*The second meeting: 23 December 2015*

51. A second meeting then took place on 23 December 2015, again at Sheikh Hamad's villa. Mr. Ahmed flew in for this meeting from Dubai on a relatively short flight. Mr. Ahmed's evidence was that the Sheikh's uncle was not present at this meeting – the Sheikh having told Mr. Ahmed that he wanted to meet without his uncle being present. The Sheikh's evidence was that his uncle was present at this, and indeed at all the initial three meetings in Bahrain. It is, however, unnecessary to resolve the dispute as to whether the Sheikh's uncle was or was not present.
52. The meeting was again a short one, lasting again around half an hour. The most important dispute concerned Mr. Ahmed's evidence that, at the meeting, Sheikh Hamad wrote down a list of 28 stars that he would like to meet, although he crossed two off the list so that the total was 26. It is this list ("the List") which is alleged by Mr. Ahmed to have become the subject of further discussion and agreement in the 7 January 2016 telephone call; in effect becoming a contractual list of the stars which the Sheikh and Mr. Ahmed agreed upon for the purposes of their contract. Mr. Ahmed's evidence is that he did not take a copy of the List away from the meeting, and that he made no subsequent efforts to obtain it. Thus, neither the List itself, nor any copy thereof, was put in evidence at the trial. Sheikh Hamad's case is that there was a simple reason for this: the List had never existed.
53. Sheikh Hamad's evidence was that he did not write down a list of 26 stars. Rather, at both the first and second meetings, the discussion had identified three stars that the Sheikh was interested in meeting, namely Shah Rukh Khan, Salman Khan and Amitabh Bachchan. All of them are "A-list" celebrities. The Sheikh's evidence was

that the discussions focused mainly on Shah Rukh Khan, often referred to as the King of Bollywood.

54. Another area of dispute is what, if anything, was said at this stage, and indeed at any of the three initial meetings, about the cost of meeting an A-List star. Sheikh Hamad's evidence was that the figures initially mentioned for meeting a celebrity of Shah Rukh Khan's status was US\$ 30,000 to US\$ 50,000, but he could not remember whether that figure was given by Mr. Ahmed or his uncle. It was on this basis that, according to the Sheikh, he gave his uncle US\$ 80,000 (being the sum of these two figures) for onward transmission to Mr. Ahmed. The Sheikh said that at a subsequent meeting, however, he was told by Mr. Ahmed that the cost of meeting Shah Rukh Khan would be around US\$ 500,000. On the basis of this information, the Sheikh said that he gave Mr. Ahmed US\$ 700,000 on 28 December, prior to the Sheikh's departure for London.
55. Mr. Ahmed's evidence was that there was some discussion at the first meeting on 20 December 2015 about the fees which Bollywood superstars charged. He said that he explained to the Sheikh that he knew that some of the high profile stars made themselves available for private events, such as weddings in Dubai, for a fee up to US\$ 1 million. But since it was not something that he had previously arranged, he would need to "study the matter carefully before I was able to agree to provide any service". He said that the Sheikh's uncle had given figures, at the first meeting, of US\$ 20,000 or US\$ 30,000 per star, with Shah Rukh Khan being at the top end of that range. But Mr. Ahmed had said at that meeting that the uncle's figure was not realistic. Mr. Ahmed's evidence was that he thought that the uncle had only given these figures in order to "hunt" the Sheikh for money; and that the tactic had been successful because the Sheikh had then fetched US\$ 100,000 (which might pay for 5 stars), which money the uncle had then taken.
56. Mr. Ahmed's evidence was that there was no further discussion of the cost of meeting a star at this second meeting or indeed at any time between the first meeting and the 7 January call. Mr. Ahmed was asked whether, between 20 December 2015 and 7 January 2016, he had ever told the Sheikh how much his research had shown that it would cost to meet a star on his list. Mr. Ahmed's answer was that he did not give this information to the Sheikh, because the "timing" of a meeting was more important than the amount:

"My Lord, no. No need to repeat for him all the cost because he already in advance, when the previous meeting of 7th, he know himself that the cost of these superstars, it will come up to than 1 million and all that we are focusing in is the date of the stars. So we didn't fix any number specific, like 100, 2 million, 3 million. Most of his focus and my focus, my focus was investigating the price. This is one, the commercial deal. If I am correct. And another, the timing, there is two parts of the investigation. The timing was more important than the amount, because since we didn't reach to the point of how much every star, if this is star that he wished to meet off the list, it would cost 1.2, 700, 200, we didn't reach to this point. But as per both party agreed in this -- I am talking on behalf of myself, okay, that he came to know, he know himself this kind of stars

is high, costly, and his focus was only Shah Rukh Khan and Salman in the beginning. So let me focus first in the first step, then we talk about the price. So before I start to speak with him about finance, how much every meeting will cost for this category of his superstar or number A or number B or general or whatever, he is offering me his proposal. So why I need after that to inform him about this, it will cost 100 or 200? All my focus is giving the order, "I want to meet next one, Salman". So my focus is the timing. He is giving me open budget until 1.5, right, for my business deal. I finish it with 500, I finish it with 1 million, some of this cash under this agreement is paid to the actor himself, right, as a cash fees for this time of agreement, 15 to 25 minutes unless the actor is comfort, okay. But another maybe additional double or treble expenses in his luxury lifestyle of all the entire expenses. So if he is, himself he is telling me, "No need to any (inaudible), no need for anyone in the whole to know about this agreement, specially my royal family or anything because they don't have the passion of the Bollywood."

57. For reasons set out in more detail below, I do not accept that the Sheikh wrote out the List of 26 stars as contended for by Mr. Ahmed. I consider that there was instead a focus on a small number of "A-List" stars, as the Sheikh contends. Indeed, this is supported by Mr. Ahmed's answer set out above: "... and his focus was only Shah Rukh Khan and Salman in the beginning. So let me focus first in the first step, then we talk about the price".
58. I also consider that it is more likely than not that Mr. Ahmed did, subsequent to the first meeting, and probably at the second meeting or in a subsequent call, give the Sheikh some information about the cost, and that a figure of US\$ 500,000 was referred to in that context. Since the fee for meeting a superstar had been discussed at the first meeting, with Mr. Ahmed giving a high figure and the Sheikh's uncle giving a much lower one, it would have been natural for Mr. Ahmed to look into the question of fees following that meeting, and also to report back to the Sheikh on what he had found out. It seems improbable that, as Mr. Ahmed suggested in the answer quoted above, there would have been no further discussion about fees following the first meeting. Indeed, Mr. Ahmed's evidence in his 4<sup>th</sup> witness statement was that he wanted "to fully investigate the potential associated costs that I would need to incur in arranging the meetings and we agreed to be in touch once I had a chance to consider the matter". Furthermore, the Sheikh was very keen indeed to meet with Shah Rukh Khan, and he would have wanted to have some idea about fees. Even though, in my view, the Sheikh would have been prepared to pay (within reason) whatever it took in order to have the meeting with Shah Rukh Khan, he would have wanted to have some idea about price at a general level, if only in order to ensure that he gave Mr. Ahmed enough money to ensure that the meeting happened.
59. There was no dispute that, at this second meeting, Mr. Ahmed was given a sum of money, namely US\$ 20,000, by the Sheikh. Mr. Ahmed described this as a "cash gift ... for coming to meet with him". He explained in his 4<sup>th</sup> witness statement that he thought that it was reasonable to accept this gift "given that I had travelled to Bahrain

especially for the purpose of this second meeting”. On any view, the sum of money which the Sheikh gave on that occasion was very generous as a gift in return for a short meeting after a short flight, as Mr. Ahmed must have appreciated.

*The third meeting*

60. A third meeting then took place on 28 December 2015. Mr. Ahmed’s evidence was that, prior to that time, he had been making numerous calls to contacts in India and Dubai to follow up on previous calls, and was regularly updating the Sheikh by telephone. The meeting was again relatively short, and again lasted around half an hour or so.
61. The Sheikh’s evidence, which I accept, is that during this meeting he was given very positive indications that the proposed meeting with Shah Rukh Khan would happen very soon, probably in mid-January. There was discussion about the hotel where the meeting would take place, and Mr. Ahmed asked what the Sheikh would like to have in his room. This evidence is in my view consistent with the fact that Mr. Ahmed went to Mumbai shortly thereafter, and subsequently reported to the Sheikh on 3 January that provisional arrangements had been made for meeting Shah Rukh Khan in mid-January. It is also consistent with the fact that the Sheikh withdrew, on the afternoon of 28 December, some US\$ 100,000 in cash with a view to taking it to London and then in due course flying directly to Mumbai to meet Shah Rukh Khan, and he also withdrew other sums.
62. The principal disagreement in relation to this meeting concerned whether the Sheikh did or did not give Mr. Ahmed US\$ 700,000 at this meeting. The Sheikh was adamant that he had done so. Mr. Ahmed denied this. On Mr. Ahmed’s case, the only monies that he received from the Sheikh prior to the day of the actual meeting with Shah Rukh Khan on 16 January were the US\$ 20,000 cash gift given at the second meeting. I return below to the relevance of this dispute: see Section D3.

*End of December / early January*

63. On 29 December 2015, Sheikh Hamad flew to London. His bank records show that on the previous day he had withdrawn very substantial amounts of cash in sterling, dollars and Bahraini dinars. At this point in time, Mr. Ahmed’s case at trial was that no agreement had yet been reached between himself and the Sheikh.
64. A number of phone conversations took place between the Sheikh and Mr. Ahmed in late December 2015 and early January 2016. The Sheikh’s evidence, which I accept, was that these calls concerned the proposed meeting with Shah Rukh Khan which Mr. Ahmed was “supposed to be arranging” for mid-January. He said that they were all friendly and loving calls, since they had a good relationship at that time. Mr. Ahmed returned from his trip to Mumbai on 3 January and spoke to the Sheikh on that date or thereabouts. He was then able to give the Sheikh a date for the meeting with Shah Rukh Khan. The Sheikh was obviously very pleased with this news.

*The 7 January call*

65. On 7 January 2016, a lengthy (19 minute 52 second) telephone conversation took place between the Sheikh and Mr. Ahmed. It was during this conversation that, on Mr.



Ahmed's case, the agreement relied upon was reached: the essential terms being that Mr. Ahmed would arrange or attempt to arrange meetings with the 26 individuals on the Sheikh's List which had been written out at the second meeting; that he was the sole or exclusive agent of the Sheikh; and that he would be paid US\$ 1.5 million for each meeting and a bonus of US\$ 500,000 bonus for every third meeting. The Sheikh denied that any such agreement had been made. His case was that there were indeed a number of conversations at around this time, but that the subject-matter of these conversations was the proposed meeting with Shah Rukh Khan.

66. The first text message following the 7 January call was on 9 January 2016. There was an affectionate, but anodyne, exchange of messages between the Sheikh and Mr. Ahmed. There was no reference to the conclusion of any agreement.

*16 January: The Shah Rukh Khan meeting*

67. The meeting with Shah Rukh Khan did indeed take place on 16 January 2016 at the St. Regis Hotel in Mumbai. Sheikh Hamad travelled to Mumbai for that meeting, having purchased expensive watches for the star and his wife in London. The evidence of both the Sheikh and Mr. Ahmed was that at the hotel, prior to the meeting, the Sheikh gave Mr. Ahmed US\$ 400,000 in cash. The Shah Rukh Khan meeting started, somewhat later than expected, late on the night of 16 January. It was very successful, and the Sheikh was very pleased with the outcome. On the following day, the Sheikh texted Mr. Ahmed as follows:

“Hi brother missing u just want to say thank u so much for caring loving and perfect organizing love u and good night brother”.

68. Mr. Ahmed responded:

“Hi dear bro. Wellcome back home safe .alhamdulillah. honestly I really miss u too a lot .it was nice days Mumbai. Thanx God I make u happy. And promise God and u I will be always forever love u as brother give u full honest true advice and will do my best always forever inshalla to make u happy. Gudnite sweet dreams dear bro. See u tomorrow inshalla evening in Bahrain to make u dreams true always. Godbless us inshalla always forever”

*The arrangements for and the meeting with Salman Khan*

69. The parties' attention then switched to the second star, Salman Khan. On 18 January 2016, the Sheikh texted Mr. Ahmed as follows:

“Dear brother thank u so much for kind visit and for making me happy love u always brother al the best in our new contract see u on Thursday. H ”

70. Mr. Ahmed's response a few hours later on 18 January was:

“U r wellcome always dear bro. As I promised always will do my best efforts to make u happy inshalla. And promise u again will do my best to garantee our new deal more happy and more perfect of meeting Mr.super star Salman Khan as u wish dream to become true as well same first deal of Mr.Sharokhan. Promise. See u Thursday morning inshalla dear bro sheikh. Hamad. godbless u”

71. On the following day, the Sheikh texted:

“Ali habib qasim my friend and bank manager thank you so much brother please call me when contract of artist signed thank u for making me happy. Love. H”

72. Mr. Ahmed visited Sheikh Hamad in Bahrain on 18 January 2016. His evidence is that on this occasion the Sheikh gave him a very large amount of cash: £ 600,000 (in sterling) and US\$ 250,000. He said that the Sheikh also gave him the “original withdrawal receipts for both currencies as I had said to him that I need to be able to show the exchange company”. These receipts were not, however, produced at the trial. The Sheikh denied that he gave these sums to Mr. Ahmed on that occasion, and denied ever giving him such a significant amount of sterling.
73. The Sheikh’s evidence was that the proposed meeting with Salman Khan was discussed with Mr. Ahmed at the 18 January 2016 meeting in Bahrain, and that Mr. Ahmed said that he was trying to arrange this. The Sheikh also said that he then arranged with Mr. Ali to withdraw US\$ 1 million which he planned to give to Mr. Ahmed on his next visit to Bahrain. The Sheikh said that this money was given to Mr. Ahmed at some point towards the end of January, but after 21 January, although the Sheikh could not remember the exact date.
74. I consider below (Section D3) the question of what payments were made. For reasons there set out, I reject Mr. Ahmed’s case that he was given the sum of £ 600,000 and US\$ 250,000 on 18 January 2016.
75. It was shortly after the 18 January meeting that Mr. Ahmed asked the Sheikh for a formal document, explaining that this was needed in order to conclude the deal with Salman Khan. Mr. Dallal subsequently arrived at the Sheikh’s villa with the document requested, and the Sheikh gave him a generous gift of US\$ 10,000. The Sheikh then sought advice from Mr. Ali about the document, and in due course a signed and notarised document was given to Mr. Ahmed. This was the first of three special authorisation bonds described in more detail below.
76. On 11 February 2016, the Sheikh met Salman Khan in the St. Regis Hotel in Mumbai. This meeting was also a success. It was common ground that substantial amounts of cash were given by the Sheikh to Mr. Ahmed prior to the Salman Khan meeting, although there was a dispute as to how much was given. Mr. Ahmed’s evidence was that the Sheikh gave him US\$ 400,000 on the day of the Salman Khan meeting. The Sheikh’s evidence was that he did give a large sum of money, but thought that it was

US\$ 200,000. Neither party was able to produce any receipt or other document showing exactly how much was paid.

*The first Ranveer Singh meeting*

77. Following the Salman Khan meeting, the Sheikh discussed with Mr. Ahmed the stars that he wanted to meet next. He decided upon Ranveer Singh and Aditya Roy Kapoor. Shortly after the Salman Khan meeting, on 13 February 2016, Mr. Ahmed texted the Sheikh with a list of 5 names under the heading "TOIFA AWARDS". One of those names was Ranveer Singh. The Sheikh responded:

"Very good my loving brother love u love u and love u speak to u soon inshala. Love. H"

78. On 28 February 2016, a sum of AED 3,700,000 (just under US\$ 1 million) was paid by bank transfer to CBSC. The Sheikh's case was that this payment was US\$ 500,000 for each of the next two meetings. Mr. Ahmed's case was that the sum represented outstanding amounts owed in respect of the prior meetings and specifically the meeting with Salman Khan. On Mr. Ahmed's case, the payment brought the total received to just under US\$ 2.95 million.
79. On 6 March 2016, the Sheikh met Mr. Ranveer Singh at the Jumeirah Mina A'Salam Hotel, Dubai. Again, this meeting was successful.

*The Dubai visit and the TOIFA awards*

80. In mid March, the Sheikh travelled to Dubai and he spent some time with Mr. Ahmed. Mr. Ali went with him. On 16 March, the Sheikh attended a fourth meeting with a star, namely Aditya Roy Kapoor. This took place at the Jumeirah Mina a'Salam Hotel, Dubai. On the following day, 17 March, he had a second meeting with Ranveer Singh. This meeting was so successful that Ranveer Singh and the Sheikh lost track of time and had to rush to get to a fashion show which was taking place as part of or in conjunction with the TOIFA awards.
81. However, this proved to be the last successful part of the relationship between the Sheikh and Mr. Ahmed. On the following day, 18 March, the Sheikh left Dubai early. As previously explained (see Section B above) there was a substantial dispute as to why this happened. The Sheikh's explanation was that his invitation to the TOIFA ceremony had been cancelled by Mr. Ahmed, on the basis of security concerns. Mr. Ahmed's case is that the Sheikh had received a phone call from the Bahraini Royal court, and had been told that he should leave Dubai.
82. For reasons previously given, Mr. Ahmed's evidence on this issue has been inconsistent and unsatisfactory. Mr. Ali confirmed in his evidence that it was Mr. Ahmed who had cancelled the invitation: "Ahmed calls me and tells me that Sheikh cannot attend tonight and it is because of security reasons". As previously stated, I considered that Mr. Ali was a reliable witness, and I do not accept that he initiated an attempt to mislead the Sheikh by persuading Mr. Ahmed to tell the Sheikh that he should not attend for security reasons. It is also clear from the WhatsApp exchange between Mr. Ali and Mr. Ahmed on the evening of 18 March that the Sheikh was very upset at having had to leave Dubai early, as a result of Mr. Ahmed having cancelled

the invitation: “Bro, Sh[eikh] was so upset today that u cancelled on him the award. He was complaining to me the whole flight”. I therefore accept the evidence of the Sheikh and Mr. Ali as to how the Sheikh came to leave the ceremony.

83. The Sheikh therefore did leave early and did not attend the awards ceremony. The Sheikh requested Mr. Ali to tell Mr. Ahmed that he no longer wanted him to arrange meetings with Bollywood stars. In the WhatsApp conversation that evening, Mr. Ali wrote:
- “Also brother plz cancel all the future visits. Let him relax little bit and then we will fix things”
84. This provoked a text from Mr. Ahmed to the Sheikh on the following day: “Is that what i desirve”.
85. The Sheikh described the withdrawal of the invitation to attend the TOIFA awards as the final matter which made him decide to cease his relationship with Mr. Ahmed. But his evidence was that he was also very unhappy with what he perceived to be pressure that was being exerted by Mr. Ahmed for further meetings to take place rapidly and at significant cost. He considered that he was a ‘free man’ and entitled to dispense with Mr. Ahmed’s services if he wanted to.
86. Mr. Ahmed’s case was that, in Dubai, he had been pressing the Sheikh to pay the monies that were owed for the meetings which had taken place. He said that the Sheikh had promised to make a further payment of US\$ 1.5 million once he received funds from the sale of a property in London. Mr. Ahmed took a photograph of a letter from the Sheikh’s solicitors, Messrs. Simmons Gleek, which related to the sale and stated that £ 1,415,000 would be paid on completion, to take place within 7 days of 16 March 2016.
87. The relationship therefore came to an end. A number of meetings were arranged for the Sheikh by Mr. Qureshi, at considerably lower cost. The Sheikh travelled to India in mid April 2016 and met a large number of stars or other individuals connected with Bollywood. Mr. Ahmed found out about the Sheikh’s movements, and there were lengthy WhatsApp exchanges between him and Mr. Ali on 17 and 18 April 2016.
88. On 19 April 2016, Mr. Ahmed confronted the Sheikh at the JW Marriott Juhu Hotel in Mumbai. His case was that there was a heated verbal exchange, and that Sheikh Hamad “acknowledged all of the outstanding amounts and pleaded for an extension of time to arrange for payment”. The Sheikh gave a very different account to what transpired at the hotel, and was able to produce a cheque for AED 5 million (approximately US\$ 1.4 million) which Mr. Ahmed gave the Sheikh on that occasion. The Sheikh’s evidence was that Mr. Ahmed accused him of telling people that the Sheikh had given him lots of money, so he was here to give it all back to him. The cheque was, however, backdated to 11 April 2015; i.e. more than a year before the confrontation at the hotel.

89. This event caused the Sheikh to decide that he needed to be “more direct” with Mr. Ahmed and to make it clear that he no longer wanted anything to do with him. On 24 April 2016 he formally cancelled the special authorisation bonds.
90. On 7 July 2016, Mr. Ahmed’s solicitors (Zaiwalla & Co.) wrote the Sheikh a pre-action protocol letter. A response was sent by the Sheikh’s then solicitors, Simmons Gleek, on 21 July 2016. In due course, proceedings were served upon the Sheikh when he was in London. The Sheikh’s application to stay the proceedings on the basis of forum non conveniens was dismissed by Sir Jeremy Cooke on 23 May 2017.

**D: The crucial areas of dispute**

91. In relation to the principal claims in this action, what matters ultimately is whether the agreement relied upon was reached in the phone conversation of 7 January, and specifically:
- a) Was any agreement reached at all in the 7 January call?
  - b) Was there agreement on a list of 26 names which were to be the subject of the agreement; such list having been provided at the second meeting between the parties?
  - c) Was there agreement that Mr. Ahmed was exclusive agent?
  - d) Was there agreement that the amount payable for each meeting was to be US\$ 1.5 million, with a bonus of US\$ 500,000 for every third meeting?
92. In theory, there could be different answers to each of these questions, depending upon the extent of any agreement reached on 7 January 2016. Thus, it would be theoretically possible to conclude that there was no agreement on a list of 26, but that there was agreement as to the amount to be paid (namely US\$ 1.5 million per meeting and a bonus of US\$ 500,000 for every third meeting). In practice, however, these questions are interrelated and it is central to Mr. Ahmed’s case that a list of 26 was written out at the meeting on 23 December 2015 and that this became (on 7 January) the contractually agreed List.
93. The List is relevant in terms of the substance of the case. One of the fundamental terms of the alleged agreement is that there would be at least 26 meetings. It is the existence of that term which is said to give rise to the damages claim worth approximately US \$14 million. The existence of that term, in turn, depends on the existence of the List. Unless Mr Ahmed can prove the existence of the List, this term could not be established. Moreover, the agreement to pay US\$ 500,000 for every third meeting would seem to make more sense if the parties were contracting by reference to a prior agreement that there would be a large number of meetings.
94. The List is also significant in terms of witness credibility. There is a direct conflict of evidence between Sheikh Hamad and Mr Ahmed as to what happened at the meeting on 23 December 2015 and the subsequent phone call on 7 January. It is difficult to see how the two differing accounts, in relation to the writing out of 26 names and then subsequent agreement that these formed the basis of the agreement between the

Sheikh and Mr. Ahmed, can be explained away in terms of failing memories. If the court rejects Mr Ahmed's version of events as to what took place at the meeting on 23 December 2015, it is difficult to see how his evidence in relation to the other aspects of the agreement could be accepted. Equally, if the Sheikh's evidence as to the events on 23 December 2015, and the list of 26 names, is rejected, then it would be difficult to accept the other aspects of his evidence. I therefore start by considering the question of the List, and shall in turn consider the documentary evidence, the inherent probabilities, and the extent to which Mr. Ahmed has advanced a consistent case in relation to this List.

## **D1: The List**

### *The documentary evidence* *(a) Absence of the List*

95. A notable feature of the present case is that there is no copy of the List. Had there been a written list of any contractual significance, then it is highly probable, if not obvious, that Mr. Ahmed would have ensured that he obtained and retained either the original List, or a copy of it, or (if the original had not been preserved after the second meeting with the Sheikh) would have requested that the Sheikh write it out again, since it formed the basis of their agreement going forward.
96. Mr. Ahmed put forward a number of explanations for the absence of the List or any request for the List. In his Statement of Reply, he said that it was easy for him to know the names on the list because "the names were easy for [Mr. Ahmed] to remember": the reasons being that the names were well-known and in most cases very famous, and because there was frequent discussion about the List and the way in which meetings should be arranged, with the Sheikh "often calling [Mr. Ahmed] several times a day to make requests to change the sequence of the meetings which [the Sheikh] wanted".
97. This explanation is, in my view, very weak. It is never easy to remember, accurately and at the best of times, a list of 26 names. This was demonstrated when, in a *coup de theatre* during cross-examination, Mr. Hochhauser asked Mr. Ahmed to name the 26 people on the List. Mr. Ahmed was only able to name 13, and two of these were not on the pleaded List. Furthermore if, as the Statement of Reply suggests, the Sheikh was frequently making changes to the sequence of the meetings, and speaking several times a day, then there was considerable scope for uncertainty and muddle as to the identity of the 26 names who formed the subject-matter of the contract. Mr. Ahmed also acknowledged in his evidence that he was unfamiliar with the pronunciation of some of the names on the List, and was dependent upon the Sheikh's guidance in that respect. This is an additional reason why it would be been sensible, if not essential, for the names to be written out, so that there was no subsequent confusion as to who they were.
98. In cross-examination, Mr. Ahmed put forward two reasons for not taking the List away from the meeting on 23 December 2015 after it had been written out. He said that he was supposed to take the List, in order for him to research it, but that it was then left behind because "the Sheikh is rushing me before his uncle come and catch us". His other explanation was that it was not clear, at the second meeting, whether there was any serious business to be done. As he said:

“It is supposed to be written to give it to me to research, but why will I make effort and take it, if he didn’t start the first one of the list”.

When asked in cross-examination about why he had not asked for the list later, his answer was:

“My Lord, if I know that I will reach this point, I will not take even the list. I will write the whole day and night the whole list and keep it in all my pockets. At that time I was clearly that I’m not sure of, with full respect to this guy, he is serious officially business or he just talks, same as his uncle”.

99. At the conclusion of his evidence, I asked specifically why – after the phone conversation on 7 January – he had not asked for the List so that he would know who it was that he was going to have to arrange meetings for. His evidence was:

“Because the same day that he was writing this list even I clear that -- some of the names, it was not clear either the pronounce or the English surname or family name, and he told me, "But let's start off the first top star first, my favourite Shah Rukh Khan or Salman, and then every day I will tell you who is before who, who is before who", and the proof, that after that one month he is supposed to meet not Ranveer Singh, it is supposed to be another actor but after he went to the cinema, he came, he changed, he want to meet Ranveer. So he was changing also, but he said, "Let's start from the list, the first of the list is Shah Rukh Khan", his dream. Everyone he is meeting him, his dream in the list. So we started one by one of everyone of the list”.

...

“Because he giving the order of the next of the list, next of the list, next of the list. So he is giving, "I want to meet Shah Rukh and Salman", okay Shah Rukh is available like that so Salman will be available like that, okay. Before we start Salman, he want to Aamir Khan, no Aamir available like that. So he always hesitating changing from -- first he wants his angel Mr Amitabh Bachchan, then Amitabh Bachchan suddenly he is not his angel any more, it is Abhishek Bachchan his angel he want to meet, he want to meet Deepika and Ranveer, he want to make like that. Every time he is going to somewhere, watch something or hearing song or whatever, he is changing from the list. So what is in my belief that I took it step by step to continue whatever, because if once you deal with these people, they already have no full respect to their timing until you give them advance or paid. What if I make the whole of them without putting the headlines, the main point of the commercial business deal, how much his budget, how much he want to like spend-”

100. I considered if there had been a List of any significance, and in particular of contractual significance, none of these explanations withstand scrutiny as a reason for not taking it away from the meeting or for not asking for it subsequently.
101. If a List had been prepared at the second meeting, and was to form the basis of Mr. Ahmed's research, then one would expect it to have been taken away by Mr. Ahmed. Of course it is always possible for people to forget something when they leave a house, but one would then expect a request to be made for the thing which has been left behind, particularly if it is of importance. This could easily have been done by a simple request by phone or text, or indeed when Mr. Ahmed visited the Sheikh's villa again a few days later.
102. In any event, I do not accept either of Mr. Ahmed's explanations for why the List was forgotten. One explanation was that he was being rushed by the Sheikh because the latter was concerned that his uncle might appear and find that they were having discussions. Even if I were to accept Mr. Ahmed's evidence that the uncle was not present at that meeting (as to which I do not make a positive fact-finding one way or the other), I do not consider that the meeting was being conducted in such haste and secrecy that it provides an explanation for the List being left behind. Furthermore, if something had been forgotten because of a hasty departure, then the obvious thing to do is to ask for it subsequently.
103. I also reject the explanation that Mr. Ahmed did not take the List because he did not know whether the Sheikh was serious or all talk. It would not have required any major "effort" (to use Mr. Ahmed's word) by Mr. Ahmed to take one piece of paper away; particularly bearing in mind that this was the second meeting in a space of a few days, and it must have been obvious to Mr. Ahmed that the Sheikh was serious about wanting to have meetings with Bollywood stars. Indeed, Mr. Ahmed had flown in for this meeting, and so he must have thought that matters were sufficiently serious to justify his effort to fly to Bahrain. It would have required much less effort to take the List away, had it existed. Moreover, at this meeting the Sheikh had given Mr. Ahmed US\$ 20,000 which Mr. Ahmed had accepted. Again, this must have been an indication that the Sheikh was serious. Having received this amount of money, then (if a List had indeed been prepared) the least that Mr. Ahmed could do, if only out of politeness, would have been to put it in his pocket and take it away. And if he did not do it on that occasion, then there was an opportunity to ask for it again when the third meeting took place only a few days later on 28 December, by which point the Sheikh's seriousness must have been apparent. Indeed, within a very few days of this third meeting Mr. Ahmed had told the Sheikh that arrangements were in hand to meet Shah Rukh Khan. Furthermore, even if (which I do not accept) there were any doubts as to the Sheikh's seriousness at the second meeting, the position on any view was Mr. Ahmed must himself have been interested in taking matters forward with the Sheikh: that was why he had attended the first meeting and then came back for a second meeting in a matter of days. In those circumstances, it would have been sensible for Mr. Ahmed to take the List with him (if it had been written out) in order for him to be able to take matters forward.
104. I also consider that if there had been any List of contractual significance, and if this had formed any part of the telephone discussion on 7 January, Mr. Ahmed would have sought to ensure that he had a copy of the List. Indeed, one might also have expected the Sheikh to send Mr. Ahmed the List so that there could be no room for doubt or



disagreement as to which stars formed the subject-matter of the agreement reached. Mr. Ahmed's explanation as to why he did not ask for the List after 7 January – namely that the Sheikh had started off by identifying Shah Rukh Khan or Salman Khan as the first person that he wanted to meet, and was thereafter chopping and changing – does not provide a good reason as to why the List was not requested. It would have been a very simple matter to request a copy of the List, and any ordinary businessman who had made the agreement which Mr. Ahmed alleges that he made would have done so; particularly bearing in mind Mr. Ahmed's lack of experience with Bollywood stars, and the fact that (as was apparent from his evidence, including his inability to recall all the names when asked to do so) not all of the names on the List were famous or familiar to him.

105. In these circumstances, the absence of the List and any acceptable explanation for its absence is in my judgment a very telling factor against Mr. Ahmed's case as to what transpired at the second meeting and as to the agreement allegedly reached in the phone call.
106. However, Mr. Ahmed's answers quoted above are also significant for another reason. In my judgment, they provide support for the Sheikh's case that the focus of the discussions in the December meetings, and indeed thereafter, was on the first star that the Sheikh wanted to meet, Shah Rukh Khan. A handful of other names were mentioned, but the parties were not engaged in a discussion about meeting a List of 26 stars. Mr. Ahmed's answer in cross-examination (as to why he had not asked for the List subsequent to the second meeting) referred to taking the meetings "step by step. It is a practical business way". He used the same "step by step" expression in the later answer quoted above, and also referred to the fact that the Sheikh wanted to meet Shah Rukh Khan and Salman Khan, with the former being available. Similarly, the Sheikh in his second witness statement, served early in these proceedings in the context of the jurisdictional dispute, said that there was no standing agreement with Mr. Ahmed "as it was a mere arrangement from case to case for me to seek their help in arranging a meeting with Bollywood stars of my choice when and if decided by me". I consider that the Sheikh and Mr. Ahmed were indeed proceeding "step by step", identifying a particular star that the Sheikh wanted to meet and then focusing on putting in place the arrangements to meet that star.
107. This conclusion is also supported by the exchange of messages on 18/19 January 2016 following the Shah Rukh Khan meeting, as discussed below. Before turning to that exchange, however, there are a number of other features of the documentary evidence which in my judgment are inconsistent with Mr. Ahmed's case.

*(b) Absence of contemporaneous reference to the list*

108. There is no reference to the List in any of the contemporary documents. Thus:
  - a) It is not referred to in the many messages that passed between Mr. Ahmed and the Sheikh between December 2015 and March 2016.
  - b) It is not referred to in any internal documentation produced by Mr. Ahmed on disclosure, including his communications with Mr. Bansal who was involved in arranging matters in India.

- c) Mr. Ahmed's evidence was that he carried out a feasibility study in early March 2016 (following the Salman Khan meeting). The study was said by him to concern how "I and my business could continue to deliver the remaining 24 meetings, and may be more". That study has not been produced, and it is difficult to see how it could have been produced without Mr. Ahmed having a copy of the List. I was not persuaded that any such study was ever produced. Not only is there is no documentary record of it, but it was allegedly carried out in conjunction with Mr. Dallal whom Mr. Ahmed described in his evidence as uneducated and not, in reality, occupying the position of marketing manager.
- d) It was not referred to in the lengthy WhatsApp exchanges between Mr. Ahmed and Mr. Ali in March and April 2018, and which are described in more detail below.
- e) It was not referred to in the pre-action protocol letter sent by Zaiwalla & Co. on 7 July 2016.

109. The first occasion on which the List of 26 names was mentioned was in the Particulars of Claim served on 3 November 2016, supported by Mr. Ahmed's Statement of Truth. At that stage, however, the case advanced was not consistent with the case which Mr. Ahmed ultimately asserted. The case at that time was that an oral agreement had been reached on 7 January 2016, and that the contractual words used included the following:

"the Defendant proposed and said to the First Claimant words to the effect that he would appoint the First Claimant as his sole and exclusive representative for facilitating or arranging these meetings and that they would give the First Claimant an initial list identifying the Bollywood stars in respect of whom he wanted the First Claimant to facilitate or make arrangements for him to meet as part of the Agreement; and the Defendant gave the First Claimant a list of 26 Bollywood stars in the first instance."

110. Thus the case at that stage was not that a list had been provided at the second meeting, but that a list "would" be given in the future and was subsequently given. That case changed only with Mr. Ahmed's first witness statement served in January 2017. I consider that this is a material inconsistency with the case now advanced, namely that a List had been written out on 23 December, and that this had then formed the basis of contractual discussions.

*(c) Sheikh Hamad's text messages of 22 December*

111. Prior to Sheikh Hamad's first meeting with Mr. Ahmed on 20 December 2015, the Sheikh had been in text communication with an old friend of his, called Mario, in relation to a possible trip to India at which the Sheikh might meet various stars that Mario was proposing. On 18 December 2015, Mario had said that he was trying to confirm meetings over 3 days, and he listed some 14 names. The Sheikh gave an effusive reply asking what Mario would like to receive on his arrival "for all these

favourite stars”. On 21 December 2015, Mario told the Sheikh that only two stars wanted to meet the Sheikh, namely Vidya Balan and Madhuri Dixit. The Sheikh’s reply was that he only wanted to meet “the artists I told you their names nobody else”. The documentation did not show who those artists were.

112. On 22 December 2015, the Sheikh advised Mario that he was cancelling his trip because he had received “no confirmation of my requested artist”. He told Mario that he and Mr. Sameer (Qureshi) could stay in the hotel which he had booked. By this time, the Sheikh had met Mr. Ahmed and had taken an instant liking to him and had decided that he wanted to pursue matters with Mr. Ahmed rather than Mario. On the same day, Mario sent a list of 7 names (including Shah Rukh Khan and Salman Khan) who had all confirmed. He also requested the Sheikh not to postpone. The Sheikh’s response was:

“I’m happy brother but I’m postponing and I’m coming for certain artists only don’t give me long list and I will take care of u brother and mr Sameer”.

113. The most recent list provided by Mario was therefore 7 names, and the Sheikh’s response indicated that this was too long and that (as he had said in an earlier message) he was only interested in certain artists. These contemporaneous exchanges with Mario provide evidence which supports the Sheikh’s evidence that, at the time, the Sheikh was interested in a limited number of artists, rather than a list of 26 (nearly four times longer than the list provided by Mario on 22 December). It is therefore consistent with the Sheikh’s case that his discussions with Mr. Ahmed at this time focused on Shah Rukh Khan and a handful (on the Sheikh’s evidence, two) other names.

*(d) The text exchanges on 18-19 January 2016*

114. The first meeting took place on 16 January 2016 with Shah Rukh Khan. The parties’ discussions then turned to the next meeting, the selected artist being Salman Khan. As described above, on 18 January 2016, the Sheikh texted Mr. Ahmed as follows:

“Dear brother thank u so much for kind visit and for making me happy love u always brother al the best in our new contract see u on Thursday. H ”

115. Mr. Ahmed’s response a few hours later on 18 January was:

“U r wellcome always dear bro. As I promised always will do my best efforts to make u happy inshalla. And promise u again will do my best to garantee our new deal more happy and more perfect of meeting Mr.super star Salman Khan as u wish dream to become true as well same first deal of Mr.Sharokhan. Promise. See u Thursday morning inshalla dear bro sheikh. Hamad.godbless u ”

116. On the following day, the Sheikh texted:

“Ali habib qasim my friend and bank manager thank you so much brother please call me when contract of artist signed thank u for making me happy. Love. H”

117. I consider that Mr. Ahmed’s text of 18 January shows that the parties were indeed dealing with each other on a ‘step by step’ basis. The way that Mr. Ahmed perceived matters, as shown in his text of 18 January, was that he had a ‘deal’ with the Sheikh for a meeting with Shah Rukh Khan. He then had a further ‘deal’ with the Sheikh for Salman Khan. (Much later on, in the WhatsApp conversation with Mr. Ali on 17 April 2016, Mr. Ahmed also referred to the meeting with Shah Rukh Khan as the “first deal”). There is no suggestion that there had been some prior overarching agreement relating to a series of meetings, or that these were the first two stars pursuant to an agreement which related to 26 names.
118. I consider that Mr. Ahmed’s text fairly reflected the commercial and factual reality. Although a friendship and affectionate brotherly relationship had developed between the Sheikh and Mr. Ahmed (certainly on the Sheikh’s side), there was a business element to that relationship as well; namely that Mr. Ahmed would seek to arrange a meeting with a particular star as requested by the Sheikh and he would do so in the expectation and on the basis that he would be paid money for what he did. However, that is very different to the agreement which Mr. Ahmed seeks to assert: i.e. an agreement pursuant to which the Sheikh was in effect compelled to meet the 26 listed stars, albeit at a time of the Sheikh’s choosing.

*(e) Absence of confirmation of the agreement reached 7 January*

119. The text message from Mr. Ahmed on 18 January also illustrates an obvious, but important, point in relation to the documentation. It would have been very easy for Mr. Ahmed to send the Sheikh a short text message, on or immediately after the phone call on 7 January, to record what (on Mr. Ahmed’s case) was a very important agreement which had just been reached. On Mr. Ahmed’s case, the Sheikh had made a very significant commitment on that day. The cost of 26 stars at US\$ 1.5 million per star was US\$ 39 million, to which needs to be added a further US\$ 4 million for 8 bonuses. If a commitment of US\$ 43 million had been concluded, one would expect to see an immediate confirmation from one side or the other, and particularly from Mr. Ahmed who would be contractually entitled to receive very large sums. Yet there is nothing in the “electronic footprint” which refers to this commitment. On the contrary, there was an exchange of texts between the Sheikh and Mr. Ahmed on 9 January, but this was anodyne and affectionate on both sides:

[Sheikh Hamad to Mr. Ahmed]: “Brother Ahmed thank you so much for loving and caring and I love you brother as always goodnight. H”

[Mr. Ahmed to Sheikh Hamad]: “U r welcome always forever inshalla my dear bro. tc always pls. Gudnite dear. Godbless us always inshalla”

*(f) the “Special Authorisation Bonds”*

120. Three bonds were issued by Sheikh Hamad to Mr. Ahmed, described therein as the Owner and General Manager of CBSC. These were dated 25 January 2016, 3 February 2016 and 14 March 2016, and they were given to Mr. Ahmed on those dates or shortly thereafter. The origin of the bonds was, according to Mr. Ahmed's 4<sup>th</sup> witness statement, a request which he received from Mr. Bansal: Mr. Bansal had explained that, in January 2016, Salman Khan's representatives "were asking for evidence in writing that I was the Defendant's exclusive representative before a meeting could take place". Mr. Ahmed relayed this request to the Sheikh by phone and he said that he would arrange this straight away.
121. It is clear that a request was indeed made by Mr. Ahmed to the Sheikh for a formal document, and he was told that this was needed in order to conclude the deal with Salman Khan. This request was made on around 19 January, and Mr. Dallal arrived in Bahrain with a document shortly thereafter. The Sheikh then passed the document to Mr. Ali and asked for his assistance. Mr. Ali commented on the document, which was a power of attorney executed by the Sheikh's uncle in favour of Mr. Ahmed. Mr. Ali did not consider that this document was suitable and he obtained the assistance of his bank's lawyers in redrafting it.
122. In due course, a redrafted version was given to Mr. Ahmed. It said nothing about the exclusivity of the arrangement between the Sheikh and Mr. Ahmed. It was in the following terms:
- I, the undersigned, Sheikh Hamad Ben Isa Ben Ali-Khalifa, Bahraini, holder of identity card No. 681211520 hereby authorise, on my behalf and stead, Mr. Ahmed Adel Abdullah Ahman, Egyptian, holder of passport No. A13985284 owner and general manager of Classic Business Services Centre with License Number of 559429 to represent me in conducting meetings with the International Indian actor Salman Khan in respect of negotiations regarding arrangements occasions, concerts, and official visit; and discussing the relevant financial and administrative matters and to facilitate the necessary measures to fulfil the mentioned objectives.
123. I do not accept that Mr. Ahmed said anything to the effect that Salman Khan needed evidence that Mr. Ahmed was the Sheikh's "exclusive" representative. Had this been said, or required, then Mr. Ahmed would have told the Sheikh that what had been received was not adequate: since it contained no reference to exclusivity. It is also doubtful whether Salman Khan's representatives had ever actually required such a document at all. Mr. Bansal's evidence was that he was not given the signed authorisation bond and never saw it. Indeed, on 20 January 2016 he had written an email to Mr. Khan's agent which set out his (Mr. Bansal's) authority, and Mr. Bansal's evidence was that this e-mail was sufficient proof and the bond was never shown to Mr. Khan's agents. Nevertheless, Mr. Ahmed wanted the bond, and indeed two later bonds. The real reason for this (which was not explained to the Sheikh at the time, and was not explained in Mr. Ahmed's early witness statements) was that Mr. Ahmed had by now received large amounts of cash, and he needed some documentation to provide to the currency exchanges who were asked to deal with it.

124. Subsequently, a further authorisation bond was provided in the same terms in respect of Aamir Khan. These first two bonds were specific to the two stars. A third bond was then provided, and given to Mr. Ahmed at TOIFA in Dubai, in more general terms:

“I, the undersigned, Sheikh Hamad Isa Ali Al Khalifa, holding ID card No. 681211520, Bahraini national, hereby authorize, on my behalf and stead, Mr. Ahmed Adel Abdulla Ahmed, holding passport No. A17734978, Egyptian national, Owner and General Manager of Classic Businessmen Services Center to represent me in conducting meetings with the International Bollywood Stars in respect of negotiations regarding arrangements of events, parties and official visits. He is also authorized to take all the necessary measures to fulfil the foregoing objects”.

125. Expert evidence as to the Bahraini law concerning these bonds was adduced by both parties, and a helpful joint report was produced. It was agreed between the experts that the bonds were permissive as far as Mr. Ahmed was concerned: i.e. he was not required to carry out any meetings or perform any obligations pursuant to the bonds. It was also agreed that the bonds were revocable at Sheikh Hamad’s will. It was also agreed that there was no express provision which conferred exclusivity on Mr. Ahmed, although Mr. Edge (for Mr. Ahmed) said that a sole or exclusive agency was not “negated by the wording of the Instruments and that, furthermore, the language was unusual and indicative that something more than a purely permissive relationship was intended so that the Instruments are useful tools when taken together with other evidence to produce the notion of sole/exclusive representation”.
126. I considered that Mr. Edge’s evidence on that point was unconvincing and rather beside the point. Either the bonds did, properly interpreted, provide for exclusivity, or they did not. If they did not, then there might or might not be other evidence that the parties had agreed exclusivity; but if there was, it was not to be found in the bonds. Perhaps more importantly, the function of experts in relation to issues of contractual construction is to identify the relevant principles of Bahraini law, and in that context there was no suggestion that Bahraini law approached contractual interpretation in any materially different way to English law. On a reading of the bonds, there is (as the Sheikh submitted) nothing which confers exclusivity on Mr. Ahmed. Indeed, once it is acknowledged that the bonds did not confer any obligations on Mr. Ahmed at all (so that Mr. Ahmed could decide to do nothing if that is what he chose to do), it is difficult to see how there could be exclusivity: since the Sheikh would thereby be tying himself exclusively to an agent who was not required to do anything.
127. In my view the important point, in the present context, is that the bonds show that the parties were capable of creating and then agreeing formal documents which concerned their relationship. Importantly too, the Sheikh did not simply agree to the document which Mr. Ahmed had sent, but he took advice from Mr. Ali and the document was changed, and the changes were accepted by Mr. Ahmed who did not question them. Moreover, this process was commenced within a very short time (just under 2 weeks) after the oral agreement allegedly concluded on 7 January. It seems to me that the absence of any attempt to document the alleged oral agreement, in circumstances where Mr. Ahmed was seeking to obtain and did obtain formal documents relating to his authority, is a powerful indication that there was no such

oral agreement as alleged; an agreement which, as I have said, would have committed the Sheikh to pay US\$ 43 million.

128. Furthermore, the third bond, whose terms were general in nature, provided an obvious and convenient vehicle for listing the 26 Bollywood stars who were allegedly the subject of the parties' agreement, but it did not do so. Mr. Nathan submitted in closing that it would not have been appropriate to set out the terms of the parties' agreement in documents that were going to be given to the agents of the stars. For my part, however, I cannot see any reason why the List of 26, if it had been agreed, could not have been annexed to the third bond. If there was some confidentiality about the List, then a redacted version could have been given to any agent to whom the bond was provided. But in any event, the argument is artificial; since there is no evidence that these documents were ever given to any of the agents of the stars, and their real purpose was to assist with currency exchange.

*(g) The inherent probabilities in relation to the List*

129. The above matters concerning (i) the documentation that exists, and (ii) the documentation that is absent, are all relevant to the inherent probability, or otherwise, of Mr. Ahmed's case as to the existence of the List and the alleged agreement relating to it. It is appropriate here to identify a number of other matters relating to the inherent probabilities.
130. First, the agreement relied upon was, as I have said, an agreement which committed the Sheikh to pay US\$ 43 million to an individual that he liked, but had only met some 18 days previously. Moreover, Mr. Ahmed was an individual who had no prior experience of making introductions to Bollywood stars, and as at 7 January 2016 no actual meetings had taken place. In my view, it is inherently improbable that such an agreement would be made at all, let alone in the course of a telephone conversation. It is far more probable that if, as clearly happened, the Sheikh and Mr. Ahmed decided and wanted to move things forward, they would do so on a "step by step" basis: i.e. have a first meeting, and then decide whether and when to proceed to a second and so forth.
131. Secondly, the List relied upon by Mr. Ahmed includes two people who are Bollywood producers, not actors: Rajkumar Santoshi and Bunty Walia. The reason that they appear on Mr. Ahmed's List, in my judgment, is because they happened to be people whom the Sheikh met on his April 2016 trip to India, and Mr. Ahmed came to know about this. But I see no reason why the Sheikh would have included two producers on a List of 26 people to whom he wished to be introduced, still less to pay US\$ 1.5 million per meeting for the privilege. The List also includes one person, Sunita Ahuja, who is neither an actress nor a producer. She is the wife of an actor. Sheikh Hamad's evidence (which I accept) was that he knew nothing about her at the relevant time, and would have had no interest in meeting her specifically. Again, I see no reason why the Sheikh would have included her on any List, or be willing to pay US\$ 1.5 million to meet her.
132. In closing argument on behalf of Mr. Ahmed, Mr. Nathan did not suggest that the Sheikh would have been interested in meeting any of these 3 individuals at a price of US\$ 1.5 million per meeting. Instead, he submitted that it was an error of Mr. Ahmed

to include these people on the List: it was unsurprising that an error should be made in circumstances where Mr. Ahmed was seeking to remember 26 names on a List.

133. In my view, however, the inclusion of these three names on the List, which is advanced as the contractual List in these proceedings, cannot be so lightly dismissed. The List has, almost from the outset of these proceedings, formed part of Mr. Ahmed's case, and his witness statements attested to the accuracy of the List. Indeed, even after having been told that Sunita Ahuja was the wife of an actor, Mr. Ahmed maintained in his cross-examination that she was on the List provided by the Sheikh: ("I never knew even if she is a wife, or she is a sister, or she is from the street. He is giving me the list of the names, all what he is focused to making this list"). As set out above, his Statement of Reply advances a case that the names were "easy for the First Claimant to remember". It is therefore difficult to reconcile Mr. Nathan's argument with the evidence and case that Mr. Ahmed has put forward. I consider that the inclusion on the List of 3 "stars" which the Sheikh cannot possibly have asked to meet indicates that the List itself is, as Mr. Hochhauser put to Mr. Ahmed, "a complete fiction". At least in part, it is based on knowledge which Mr. Ahmed acquired as to who the Sheikh had met in the trip organised by Mr. Qureshi in April 2016.
134. Thirdly, the List contains a mixture of different names, ranging from Shah Rukh Khan who is known as the King of Bollywood, to individuals who (even leaving aside the two producers and Sunita Ahuja) are nowhere near in the same league. Sheikh Hamad knew in December 2015 that different stars might charge different amounts, with A-List stars likely to charge more than others. According to Mr. Ahmed, the variable amounts which stars would likely charge was a matter which he specifically raised in his discussions. Indeed, it seems to me to be obvious that not all the stars would charge the same. It is inherently improbable that the Sheikh would have decided to commit himself to meeting a list of 26 individuals and to pay precisely the same amount (US\$ 1.5 million) for each of them.

*(h) The consistency of Mr. Ahmed's account*

135. As I have already indicated, Mr. Ahmed has not given a consistent account in relation to the List. It was not referred to in the pre-action protocol letter, even though in my view it is central to the case advanced. When it was raised in the Particulars of Claim, it was alleged (see paragraph [110] above) that the List was a list that would be provided in the future, and that it was provided. It was only in Mr. Ahmed's first witness statement, in January 2017, that the present case in relation to the List first emerged, having previously never been mentioned. These too are telling points against the case put forward.

**D2: The agreement to pay US\$ 1.5 million per meeting and a bonus of US\$ 500,000 for every third meeting**

136. The second critical aspect of the agreement alleged to have been reached on 7 January is the price to be paid for each meeting. Again I consider that case by reference to the documents, the inherent probabilities, and the consistency of Mr. Ahmed's case.

*(a) The documentary evidence*



137. The first reference to an amount payable of US\$ 1.5 million per meeting and US\$ 500,000 per third meeting, is in the pre-action letter from Zaiwalla & Co. Prior to that time there are no documents in which any assertion is made by Mr. Ahmed that this is the amount which is due or which is owed. Thus, there are:
- a) no invoices submitted to the Sheikh;
  - b) no internal documentation of Mr. Ahmed which records the amounts due, and the amounts which have been paid in order to discharge the liability;
  - c) no receipts for payments made, with accompanying statements as to balances due;
  - d) no written demands or requests for payment to the Sheikh, even though (as discussed below) Mr. Ahmed's case is that the Sheikh quickly fell into arrears.
138. Nor is the sum now claimed referred to in any of the communications between the Sheikh and Mr. Ahmed, either when the relationship was good or even when it fell apart. Thus, when Mr. Ali made it clear to Mr. Ahmed on 18 March, in a WhatsApp conversation, that he should "cancel all future visits", Mr. Ahmed sent no written request to the Sheikh for sums allegedly owed. His only written communications, later that day, were to say: "Is that what I deserve" and "I'm coming to u in first flight".
139. Accordingly, the Claimant's case finds no support in the contemporaneous documentation. Indeed, there is contemporaneous documentation which, in my view, is positively inconsistent with the case that is now advanced. Mr. Ali and Mr. Ahmed communicated on a number of occasions by WhatsApp. None of Mr. Ahmed's WhatsApp communications were disclosed by him in the present proceedings, apparently because they had been accidentally deleted and could not be retrieved. However, shortly before the trial began, Mr. Ali disclosed his WhatsApp communications with Mr. Ahmed. There is a very lengthy series of messages exchanged on 17 and 18 April 2016. This took place about a month after TOIFA and the Sheikh's decision to terminate the relationship. Mr. Ahmed had by that time discovered that the Sheikh was visiting India and meeting stars pursuant to a programme arranged by Mr. Qureshi. He was angry about this, and indeed flew to India and confronted the Sheikh in his hotel on 19 April.
140. The WhatsApp messages exchanged are revealing because Mr. Ahmed makes a number of statements to Mr. Ali as to how much money he is owed, as well as how much he has been paid. This is the first documentary record of any claim by Mr. Ahmed to outstanding amounts, and it is significant because in my judgment it is inconsistent with the claim that is presently advanced. On a number of occasions during those exchanges, Mr. Ahmed puts forward a claim for US\$ 2 million. This claim is far less than the amounts which Mr. Ahmed now claims to have been owed as at 17 and 18 April 2018: namely for three meetings (two with Ranveer Singh and one with Aditya Roy Kapoor) (US\$ 4.5 million), one accrued bonus (US\$ 500,000) and the TOIFA sponsorship (US\$ 500,000), for a total of US\$ 5.5 million. Moreover, the claim for US\$ 2 million was put forward on the basis that this was the amount owed

for 10 meetings which had taken place, and also on the basis that Mr. Ahmed had not been paid anything.

141. The material parts of the exchanges, including passages relied upon by Mr. Nathan in various contexts, are as follows:

[04/17/16 – 04:05]

**Ahmed:** Legally he can't do any meeting with any of Bollywood stars without my permission as our contracts even he can't cancel his full power of eternity without sending me legal paper warning to my co office address also all actors or actress he met or will meet will be under legal actions from courts coz they all negotiated with only me and advanced payments already to meeting him since more than one month ago as our contracts. That all legal warning advice to him and all d people involving

**Ahmed:** International court case in London will submit with miss.amal Alam eldeen.big lawyer wife of famous actor George clony just spoke to her mom Lebanese nationality

**Ali:** Ahmed don't put urself into problems. His is not Sh AbdulRahman

**Ali:** Also POA in Bahrain can only be disputed in Court of Bahrain.

...

**Ali:** What I know. I told u he's upset cause u promised him TOIFA and didn't take him

...

[05:05]

**Ahmed:** I need my 2000000\$ now today itself by friendly or by law

...

[05:33]

**Ali:** He says u charged him more than \$4m for 3 actors. While its cost less than 50 per actor. ...

**Ahmed:** Swear to God never happened 😡.Face me with him.he's big liar drama. Swear to God never .Swear by my sick daughter never happened

**Ali:** So where is the cash u transferred and also what I transferred

[06:31]

**Ahmed:** Supposed to transfer to my account while he was in toifa

**Ahmed:** Ask him

...

**Ali:** Ahmed do ubwant money Sh

**Ahmed:** What

**Ali:** Why r u upset.

**Ahmed:** Excuse me

**Ahmed:** R u serious

**Ahmed:** Nothing to be upset

**Ali:** Bcz he went with someone other than u or is it the money or the relationship with Sh Hamad.

**Ali:** Doing the business I mean

**Ahmed:** I need my money all what i spent to people not honest to me

[07:00]

**Ali:** U spent 2 million for one meeting

**Ali:** Or for what

**Ahmed:** I have prove evident by his hand writhing and recording voice

**Ahmed:** Never was for one meeting

**Ahmed:** U ask him why this 2millions

**Ali:** For what

**Ahmed:** D main reason can't tell right now

**Ali:** I don't know.

**Ahmed:** Just ask him

**Ali:** Ok if u have a deal with him. Come and take it

**Ahmed:** For me I will just supmit d 2000000 \$ and destroy damaged only in courts and media

**Ahmed:** Will never go Bahrain anymore coz of him

**Ali:** Call him and talk to him

**Ali:** One minute u say I will give him his money back. One minute u say u want 2M.

**Ahmed:** He's escaping from me always to not pay d money by lies drama

**Ali:** Ok

**Ahmed:** Cox he's not desirve to support him

**Ali:** So the 2M for what

**Ali:** To arrange for one meeting or u have business

...

[07:12]

**Ahmed:** Let me face me in court and say and show all proofes he have and what papers I have by his hand writhing and txts and voice txts to clear d truth in public

...

[07:40]

**Ahmed:** ✈️ to him tonight let him face me with his people their if he can.and inform him I will be in his meeting with akshi Kumar tomorrow in akshi office and I will never leave Mumbai until he's leaving by 20<sup>th</sup> April as his flight ticket till I get what

he own to me .just inform him and safi and sameer and u .that's all

[9:20]

**Ali:** U have agreement with Sh for 2 M

**Ahmed:** Yes

**Ali:** Send it to me

**Ahmed:** Not at all

**Ahmed:** I'm not stupid anymore

**Ahmed:** All d money i spent it to all deals actors he met or he asked to meet or all his stays or expenses or else even his car or u car I have bills for all.but his selly gifts watch's never have coz I r d one who bought it to him in value of 3millions \$ almost as he told me

**Ahmed:** U bought it to him

...

[09:29]

**Ali:** I told him about ur car and he said he gave u the \$4.5M and this car is peanut

**Ali:** I wired u more than 1 million myself

**Ali:** And u got more than 2 from him cash

**Ahmed:** Excuse me ?

**Ali:** All recorded

...

**Ali:** We have proof through UAE exchange for all the cash u received. ...

**Ahmed:** I have also all proofs where all cash spent bills

**Ali:** I told u ahmed if u have an agreement. Come nicely and I'm sure Sh Hamad will pay u

**Ali:** What bills

...

**Ali:** What bills

**Ali:** 4.5 for 3 meeting

**Ahmed:** Sorry

**Ahmed:** R u serious

**Ali:** 4.5M for three meeting

**Ahmed:** I toke from him this amount

**Ali:** Yes

**Ahmed:** He told u this ?

**Ali:** UAE exchange more than 2.5 in transfer

**Ali:** And our transfer 1.1

**Ali:** Or 1

**Ali:** Also dubai. Trip he gave u 40K

**Ali:** I told u ahmed do it nicely and no need for problems

**Ahmed:** No problem. Let him face me and u also face me with all those transactions coparing to d proofs and agreement from

him

...

[04/17/16 – 11:02]

**Ali:** U got 4m for 3 meeting and one car and ur not thankful.

**Ahmed:** Omg

**Ahmed:** R u serious 😞

...

[04/18/16-05:04]

**Ali:** But ahmed if Sh want to do with another guy it's ok.

**Ahmed:** Why?

**Ahmed:** Never at at

**Ahmed:** All

**Ahmed:** Legaly

**Ahmed:** Believe me ali

**Ali:** He's always nice to u and ur not sole agent

...

**Ahmed:** I never asked him money

**Ahmed:** He's d one who put d pudjet and have me

**Ahmed:** And his secret u don't know

**Ahmed:** He met 10 actors and he asked me to never tell u or say I or any one from Bahrain

**Ahmed:** 10 not 3

**Ahmed:** 😞😞😞😞

**Ahmed:** Ask him

**Ali:** Then where all the money he took

**Ahmed:** And this 2000000 is d balance of d 10 actors

**Ahmed:** Ask him where

**Ahmed:** To his nanny

**Ali:** More than 4 million

**Ahmed:** India or her family

**Ali:** Nanny 4 million

**Ahmed:** Or his people in London

**Ahmed:** Or banks manager dubai

**Ali:** No

**Ali:** No way

**Ahmed:** Or her he toke it back from me

**Ahmed:** Or where he spend it

**Ahmed:** Not me

**Ahmed:** That's all

**Ahmed:** I will never speak anymore

**Ali:** Do u have agreements

**Ahmed:** Yes

**Ahmed:** Ofcourse

**Ahmed:** I'm not saying lies or stories only

142. Mr. Ali's evidence was that he was also speaking to Mr. Ahmed at the time. He said that the only figure that was put forward to him at that time was the figure of US\$ 2 million which is contained in the WhatsApp messages. He also confirmed that in the messages he was being told that the US\$ 2 million was for 10 meetings, and that Mr. Ahmed was saying that he had not received any part of the (approximately) US\$ 4 million which Mr. Ali understood to have been paid out by the Sheikh.
143. The WhatsApp exchanges contain a number of clear untruths which reflect on Mr. Ahmed's credibility. In particular, at no stage during the exchanges does Mr. Ahmed acknowledge that he has received US\$ 3 million, but instead he indicates that the money withdrawn by the Sheikh from the bank has gone to the Sheikh's nanny and elsewhere, but not to him. He also states that the money owed is the "balance of 10 actors", although he knew that the Sheikh had only met 4 actors. Mr. Ahmed also indicates on a number of occasions that he has documents and recordings which establish his case as to the agreement with the Sheikh (e.g. "I have prove evident by his hand writing and recording voice"; "Let him face me and u also face me with all those transactions coparing to d proofs and agreement from him") and which record all the payments made ("I have also all proofs where all cash spent bills"). The evidence in this case, which rests upon an oral undocumented agreement and where Mr. Ahmed has been unable to provide any receipts for the majority of monies allegedly spent by him, shows that these statements were a bluff and not true.
144. But for present purposes the most important point is that the figures put forward are irreconcilable with Mr. Ahmed's current case. There is no claim for US\$ 1.5 million per meeting; a claim which would amount to US\$ 15 million (plus bonuses) if 10 actors had been met. The claim advanced on a number occasions in the WhatsApp exchanges is for US\$ 2 million, rather than for the US\$ 5.5 million that is now said to have been owed as at the date of the messages. Moreover, that claim is advanced on the basis that Mr. Ahmed has not received money from the Sheikh, and had not asked him for any ("I never asked him money").
145. In cross-examination, Mr. Hochhauser put to Mr. Ahmed the inconsistency between his current claim and the figure of US\$ 2 million referred to in the WhatsApp messages:

Q: You see, the point is, Mr. Ahmed, is if you were really owed \$ 5 million, you wouldn't say that you were only owed 2, would you?

A. No, that is not true. I am looking for the overdue to close this, to give him period of time until he back to Bahrain, to not to make trouble for him in India, as it was tricky for all of them. And if he disclose his mobile since a year, not only last week, he disclosed three messages before one year and since – suddenly this message come

...

MR JUSTICE JACOBS: Let me just ask the witness. Mr Hochhauser's question is why didn't you ask for \$5 million,

why do you refer to \$2 million?

A. My Lord, any practical businessman without international maybe it will help them. So any practical businessman and you have a deal with a client, not a friend, okay, so he overdue of amount which he is keep repeating, repeating, "Okay, when I am coming to" -- he gave me -- his final and that is finish. He send. And suddenly he get a call from PM, he fly to Bahrain, he say, "Once I arrive there, I will send you the money". So what will be your first target? To get first the overdue -- as he said, develop all my money, the economy, I don't have -- all this drama, bullshit, okay, it was before this message. Where is the ex-messages? If Ali he is the one who asked me Khan gift of half million, the corruption, okay, and if he is the one who ask me to -- Mohamed Saffy ask me to buy share, another half million, he is asking me about, "What is the expenses?" And I am shutting my mouth until now, okay. And he knows that himself, he is the one who is -- I am calling from Azerbaijan -- where is Azerbaijan call from my office, Baku? You are not the first one that he did this to him, I know, I tried with him, all this, it is related to each other, my Lord. And suddenly I found recently, since a year we begged to them, disclose this Ali text, when it came to me to see it, you know Ali he put three messages, (Arabic spoken) Muslim Friday as a text, okay, so after a year before this text and after this text until last year, where is all this, not just text, where is all of them, mobile, disclose, to answer, because he guarantee I have nothing.

146. This lengthy and rambling answer to my question exemplified much of Mr. Ahmed's evidence. It was the second time that he had been asked a relatively simple question. The answer failed to address the question, which was concerned with the WhatsApp messages sent in April. The initial part of the answer was directed towards what had happened in March in Dubai, as Mr. Ahmed recognised ("okay it was before this message"). It then descended into something of a diatribe against the Sheikh and complaints about disclosure which had nothing to do with the question that had been asked.
147. In closing submissions, Mr. Nathan explained that what was meant by these answers was that Mr. Ahmed had in mind the payment for the third meeting (Ranveer Singh) and the bonus that was then due: i.e. a total of US\$ 2 million. It was this sum which Mr. Ahmed was treating as overdue because, on Mr. Ahmed's case, the Sheikh had promised to pay it at TOIFA with the proceeds of the sale of his London flat. He had known that the Sheikh was having difficulty in making payments, and was therefore only pressing for the money that he had been promised at TOIFA. This was what was meant by the "first target" being to get the money that was "overdue".
148. If this is the explanation that Mr. Ahmed was indeed giving, then it I do not accept it as a valid explanation for the repeated references to US\$ 2 million in the WhatsApp exchanges. Some 4 weeks had passed since TOIFA, and the Sheikh had broken off relations. On Mr. Ahmed's case, he was now owed US\$ 5 million for the 3 meetings

which had taken place in March (two with Ranveer Singh and the other with Aditya Roy Kapoor) including the bonus, together with the US\$ 500,000 for TOIFA. It seems to me that by mid April all of this money was, on Mr. Ahmed's case, due. And I do not see why it was not overdue; the relevant services had been provided a month earlier, and there is nothing in Mr. Ahmed's evidence to suggest that the agreement with the Sheikh gave him an extended time for payment. Furthermore, the relevant communications were between Mr. Ahmed and Mr. Ali, with Mr. Ahmed setting out how much money should be paid to him. I see no reason why Mr. Ahmed should not have told Mr. Ali exactly how much was due for all the work that he had carried out. There is nothing in the WhatsApp messages which indicates that a greater sum was due, but that Mr. Ahmed was not demanding it at that stage because of the Sheikh's financial position and difficulty in paying. Indeed, Mr. Ahmed's evidence in his 4th witness statement is that on the day following these exchanges (19 April 2016) he confronted the Sheikh in his hotel in Mumbai and the Sheikh "acknowledged all of the outstanding amounts" and "expressed considerable embarrassment at the situation that had transpired with his delay in paying the outstanding amounts".

149. Finally, the messages clearly state that the monies are owed for 10 meetings. They are therefore not consistent with Mr. Ahmed simply making a claim of US\$ 1.5 million for the Ranveer Singh meeting, together with a bonus claim. Mr. Nathan frankly accepted that he was not able to explain those references, but suggested that the relevant part of the conversation did not make sense. I do not accept this. The WhatsApp conversation as a whole was concerned with what had happened to the money which the Sheikh had paid out (which Mr. Ali thought was "more than 4 million"), whether Mr. Ahmed had received it (which Mr. Ahmed was denying), and how much Mr. Ahmed was claiming (US\$ 2 million, put forward as "d balance d 10 actors"). The conversation makes sense, but it is not consistent with Mr. Ahmed's case in these proceedings.
150. In his closing submissions, Mr. Nathan placed great emphasis on the figure of US\$ 4.5 million for three meetings which was referred to by Mr. Ali on a number of occasions in the WhatsApp exchanges. In the messages, Mr. Ali indicates that this was a figure given to him by the Sheikh ("I told him about ur car and he said he gave u the US\$ 4.5M and this car is peanut"). Mr. Nathan contended that these statements provided contemporaneous support for Mr. Ahmed's case that the agreement was to pay US\$ 1.5 million per meeting, and that the Sheikh knew and recognised this. It was suggested to Mr. Ali in cross-examination that the Sheikh had told him that he had agreed to pay US\$ 4.5m for three meetings. Mr. Ali denied this.
151. I do not accept that these references to US\$ 4.5 million provide any support for Mr. Ahmed's case. Indeed, when they are viewed in the context of Mr. Ahmed's replies, they are inconsistent with it. There are two reasons for this.
152. First, at no stage does Mr. Ahmed respond to the references to US\$ 4.5 million by saying that this was the sum which had been contractually agreed for three meetings (and what is more there were additional meetings for which additional sums are owed). Instead, Mr. Ahmed's stance is that he has not been paid any part of the US\$ 4.5 million, and that he is owed US\$ 2 million. Indeed, in one part of the exchange, when Mr. Ali refers to US\$ 4.5 million for three meetings, Mr. Ahmed's response is "Sorry" followed by "R u serious."



153. Secondly, it is quite clear from the messages that Mr. Ali is incredulous that such a huge sum had been paid for three meetings. There is nothing in the exchanges which indicates that he had been told that the Sheikh had agreed to pay that amount for three meetings. Indeed, earlier in the WhatsApp exchange (at 5:33 on 17 April), there is a complaint by Mr. Ali about the amount charged in comparison with the cost: (Ali ‘He says u charged him more than US\$ 4m for 3 actors. While its cost less than 50 per actor. Anyway. Just come here when he’s back and fix everything and continue this friendship’). Mr. Ahmed’s response, far from saying that this is the contractual sum due, is to say: “Swear to God never happened”.
154. In cross-examination, Mr. Ali’s evidence was that he did not think that the Sheikh had given him the figure of US\$ 4.5 million, or US\$ 4.5 million for three meetings. The thrust of his evidence was that he was using his own knowledge to try to piece together what had been paid, taking into account how much he knew had been withdrawn from the Sheikh’s account. I think that this evidence is supported by the WhatsApp exchanges as a whole. Thus, Mr. Ali referred to three meetings because he knew about three meetings. There had, of course, been 5 meetings with 4 stars. If the Sheikh had given precise information to Mr. Ali, the latter would have referred to 4 or 5 rather than 3. Furthermore, the figures which Mr. Ali puts forward in the WhatsApp messages are variable. He does refer to US\$ 4.5 million, but he also refers on two occasions to US\$ 4 million. The messages also show his rough calculation: “UAE exchange more than 2.5 in transfer. And our transfer 1.1. Or 1. Also dubai. Trip he gave u 40K”. This variation in the figures shows that Mr. Ali was uncertain as to what the figures were, and was trying to work it out. It is a further indication that he had not been given the figure of US\$ 4.5 million from the Sheikh.
155. But even if the figure had been given by the Sheikh, it does not assist Mr. Ahmed’s case. The figure was for the amount which had been paid, and there is no basis in the exchanges for saying that it was an amount which the Sheikh had agreed to pay for three meetings. There is nothing to suggest that the Sheikh had agreed to pay that amount, as confirmed by the fact that Mr. Ali considered the amount paid ridiculous, and his statement that “more than \$4m” had been paid but “its cost less than 50 per actor”.
156. It may well be that WhatsApp messages do contain the origin of Mr. Ahmed’s case that the agreed price was US\$ 1.5 million per actor. But this was not because, as Mr. Nathan submitted, the message provides evidence that this was the agreed price. Rather, the references in his Whatsapp conversation to US\$ 4.5 million for three meetings may have given Mr. Ahmed the idea that a claim could be advanced on the basis that the agreed price was US\$ 1.5 million per meeting. It is notable that the first documentary reference to that being the agreed price came subsequent to these exchanges, in the pre-action protocol sent a few months later in July 2016.
157. I note finally, in the context of the WhatsApp messages, that there is nothing to support the notion that the Sheikh agreed to a bonus of US\$ 500,000 for every third meeting; nor any complaint about the Sheikh’s failure to pay another US\$ 500,000 for the TOIFA sponsorship.

*(b) The inherent probabilities*

158. The inherent improbability of the Sheikh agreeing to pay US\$ 1.5 million per meeting, for meeting each star on the List of 26, has already to a large extent been addressed in the context of my discussion of the inherent probabilities in relation to the List. I refer to my conclusions in that context.
159. There is, however, an additional point that arises, namely the allegation concerning the bonus of US\$ 500,000 for each third meeting. It is of course not unusual for a party to agree to pay a performance related bonus. However, if the parties have agreed a fee per meeting – and a very substantial one at US\$ 1.5 million per meeting – it seems rather odd for an additional amount to be payable for every third meeting. Mr. Ahmed had a very substantial incentive to arrange each meeting, on his case: namely to receive US\$ 1.5 million. It is difficult to see why the Sheikh would have wanted or needed to give him the further incentive of a bonus for each third meeting; still less why, as Mr. Ahmed contended, this suggestion came from the Sheikh himself in the 7 January call.
160. In order to meet this difficulty, Mr. Ahmed’s evidence was that the bonus agreement was for each successful meeting. This explanation had the advantage of making the bonus appear more rational; because it would incentivise Mr. Ahmed to do whatever he could to make the meeting successful. I remain puzzled by the notion that a party would need to be incentivised to make meetings of this kind “successful”; since it would naturally be expected that the arranger of the meeting would seek to ensure that the meetings went well. But in any event the case based on a bonus for successful meetings was not the case put forward in the pre-action protocol letter. This referred to each third “successive” meeting, not each successful one. Nor was it the case put forward in the Particulars of Claim, which claimed that the bonus was due for each third meeting.

*(c) Consistency of Mr. Ahmed’s account*

161. Prior to the pre-action protocol letter there is no documentary reference to an agreement to pay US\$ 1.5 million per meeting and a bonus of US\$ 500,000 and, for reasons given, that case is not consistent with the WhatsApp exchanges with Mr. Ali. Since the pre-action protocol letter, there have been some shifts in Mr. Ahmed’s case, including the following:
- a) The case now advanced is that the US\$ 1.5 million per meeting was referable to the List of 26. That List was not mentioned in the pre-action protocol letter;
  - b) The pre-action protocol letter referred to an agreement having been reached in December 2015, whereas the case now advanced is that the agreement was only reached in January 2016.
  - c) Mr. Ahmed’s evidence was that the bonus was payable for each third successful meeting. The pre-action protocol letter referred to a bonus for “each third meeting”.
162. The case advanced by Mr. Ahmed has therefore not been consistent, albeit that it can be said that since the pre-action protocol letter there has been a core case based upon US\$ 1.5 million per meeting.

**D3: The principal matters relied upon by Mr. Ahmed**

163. I have hitherto identified various matters which lead me to conclude that, in many important respects, Mr. Ahmed's case is not supported by and is inconsistent with the contemporaneous documents, is inherently improbable, and has changed in material respects since first advanced in the pre-action protocol letter. However, before reaching a final conclusion on the question of whether agreement was reached on 7 January 2016, it is necessary to consider the key countervailing points relied upon by Mr. Ahmed in support of his case as to why the agreement relied upon is inherently probable and consistent with the documents.

*(a) The character of the Sheikh and his passion for Bollywood films*

164. Mr. Nathan relied heavily on the Sheikh's passion for Bollywood films, and his desire to meet his favourite stars. In his second witness statement, the Sheikh had referred to his "unbridled desire and fancy to establish contacts with Bollywood stars". Indeed, in my judgment it is beyond dispute (and not disputed) that the Sheikh wanted to meet certain stars, and was prepared to give Mr. Ahmed very large sums for that purpose. The Sheikh's case is that he gave US\$ 3.4 million over a period of around 3 months, and Mr. Ahmed's case is that he gave US\$ 3 million. Mr. Nathan's submission was therefore that it was not surprising – and indeed inherently probable – that a man with a passion for Bollywood films and their stars, with no wife or children, and whose wealthy father had just died and with a substantial inheritance expected, should decide to enter into the agreement with Mr. Ahmed. The latter appeared able to make the Sheikh's dreams come true. Mr. Nathan emphasised, in his oral closing submissions, that the court should give effect to the bargain that the Sheikh made, even if it was unwise and even if he had agreed to overpay, rather than giving effect to the contract which the court thinks that the parties should have made.

165. In opening submissions on behalf of the Sheikh, it had been submitted that the Sheikh was a somewhat naïve and unworldly individual, who was largely ignorant of business, contracts and money. The point was also made that at the time of the relevant events in late 2015, the Sheikh's father had just died and the Sheikh was vulnerable. The thrust of those submissions was that Mr. Ahmed had taken advantage of a vulnerable and unworldly individual, by appearing to reciprocate the Sheikh's brotherly affection for him. Mr. Nathan submitted however that as soon as the Sheikh began his oral evidence and started to answer questions, it was immediately apparent that he was both shrewd and knowledgeable, with exactly the sort of cultivated understanding of the world that one would expect from a well-travelled middle-aged man from a wealthy background. He was therefore not the weak and vulnerable person that had been described, but one who had a firm grasp of financial matters, as shown by his ability to answer detailed questions and make points by reference to his bank statements.

166. There was an irony to the parties' respective submissions in this regard; in that each party's submission, if accepted, might lend support for the other party's case. Thus if the Sheikh was a vulnerable and unworldly individual, with little understanding of money or the nature of contracts, then that might make it inherently more probable that he would make what might be viewed as an unwise commitment to Mr. Ahmed, at a time when he was coming to terms with his father's death and wanted to indulge his passion for Bollywood. Equally, if the Sheikh was reasonably shrewd and

knowledgeable, then it is inherently less probable that he would have made a US\$ 43 million commitment to a man that he had met less than 3 weeks earlier, and who had never previously been involved in arranging introductions to Bollywood stars.

167. There were a number of aspects of the Sheikh's character which, in my view, were clearly established on the evidence. It is clear that the Sheikh is a very generous man. At only the second meeting with Mr. Ahmed, he gave him US\$ 20,000. He gave Mr. Dallal US\$ 10,000 when Mr. Dallal came and delivered the first of the authorisation bonds. He bought expensive watches for the stars, including Shah Rukh Khan's wife, and gave other gifts to agents. He clearly kept little track of the money that he was spending: he did not ask Mr. Ahmed to sign receipts for the cash handed over, and he did not require Mr. Ahmed to provide him with any documentation relating to the expenses that he was incurring. His attitude was that if Mr. Ahmed was helping him to meet the stars that he wanted to meet, and make his dreams come true, he would be very generous to Mr. Ahmed and make sure that he was (to use the Sheikh's word) "happy". The Sheikh described himself as having a "people-pleasing" addiction, for which he had received some treatment in London. This manifested itself in his considerable generosity. The Sheikh also explained that this addiction resulted in him seeking to focus on a particular individual as the object of his generosity. In this case, the individual was Mr. Ahmed: the Sheikh described him as very charismatic, and how he was attracted to him as a friend and "brother". It is noteworthy that once Mr. Ahmed came on the scene, the Sheikh ceased to respond to messages from his old friend Mario.
168. It was also clear on the evidence that the Sheikh does not appreciate the value of money, at least in a way in which most other people do. Mr. Ali described him as not being a man of commerce: he was "rather naïve when it came to money and not particularly worldly in that he did not seem to appreciate the value of money". He said that he was a kind and gentle individual who took pleasure in being generous and was unconcerned about spending large amounts of money in order to do so. It is clear, in my view, that the Sheikh was not financially astute. Indeed, his responses to detailed questions in cross-examination on his bank statements seemed to me to show a lack of appreciation of the points which were being put to him. Thus, the Sheikh appeared to maintain that the statements were consistent with withdrawals of US\$ 700,000 and US\$ 400,000 in mid-late December 2015, when in fact they were not.
169. However, it did not seem to me that these facets of the Sheikh's character provided a strong counterweight to the conclusion that Mr. Ahmed's case was inconsistent with the documentary evidence and the inherent probabilities, and had not been consistently advanced. The evidence showed that the Sheikh was happy to spend very large sums of money in giving what he regarded as gifts of cash and valuable watches, and that he derived pleasure from making those whom he regarded as friends and others happy. But it does not follow from this that the Sheikh was someone who would enter into the sort of major contractual commitment, in the course of a telephone call, as contended for by Mr. Ahmed. Indeed, it is noteworthy that when the Sheikh was presented with an authorisation bond for signature, he was astute enough not to sign it without first seeking the advice of Mr. Ali.
170. Furthermore, it is in my judgment clear on the evidence that the Sheikh never considered that he had entered into any commitment to Mr. Ahmed. Following the events at TOIFA, he decided that he no longer wanted to arrange meetings through

Mr. Ahmed, and he went to Mr. Qureshi. I am sure that it never occurred to the Sheikh that he had any commitment to Mr. Ahmed. His evidence to me, that he thought that he was a “free man”, reflected what he genuinely thought at the time, which was only a couple of months after the alleged agreement.

171. It also seems to me that it is relevant, when considering “character” in the context of the inherent probabilities, to look not only at the Sheikh but also at Mr. Ahmed. Notwithstanding my adverse view of Mr. Ahmed’s evidence, he is clearly an intelligent man and he has business experience in an international context. It would have been a very simple matter for Mr. Ahmed to send a brief text message, or other message, recording the agreement reached on 7 January if indeed an agreement had been reached. That would be a natural thing for an experienced international businessman, who has allegedly just concluded an agreement which would pay him US\$ 43 million, to do. Similarly, an experienced and intelligent businessman would ask for a copy of the List, if an agreement had indeed been reached by reference to a List. In these days of instant and easy electronic communication, the absence of any ‘electronic footprint’ is a matter of considerable significance when an oral agreement is alleged; certainly when one is dealing with an experienced businessman who says that an agreement was reached in a business context.

*(b) The existence of a contract between the parties and the Sheikh’s acknowledgment thereof*

172. In his closing submissions, Mr. Nathan submitted that the contemporaneous documents and inherent probabilities showed that there was a contract between the parties. Mr. Ahmed was therefore telling the truth when he said that there was a contract. He submitted that the contemporaneous documentation showed that:
- a) Sheikh Hamad thought that there was a contract. Reliance was placed in that connection on the Sheikh’s text message of 18 January (“...al[!] the best in our new contract...”), and upon the Sheikh’s evidence in relation to Mr. Ahmed’s text in response (“... will do my best to guarantee our new deal more happy and more perfect ... same first deal of Mr. Sharokhan”). The Sheikh had accepted in evidence that there was “individually” a “deal” between him and Mr. Ahmed.
  - b) The special authorisation bonds were consistent only with a contract between the Claimants and Sheikh Hamad. These were formally issued and notarised, and would only have been issued if there was agreement for an exclusive appointment at the time when each of them was successively issued. Time and effort were spent on behalf of the Sheikh to produce these documents, and they evidence the fact that Mr. Ahmed was authorised to arrange meetings with Salman Khan, Aamir Khan and (generally) “the International Bollywood stars”. They were powerful contemporaneous evidence that there was a contract between Mr. Ahmed and the Sheikh, and inconsistent with the suggestion that the 5 meetings which did take place were nothing more than casual acts explained by nothing more than friendship and the passing of gifts from the Sheikh.
  - c) Contemporaneous WhatsApp messages show that Mr. Ali reacted to events in April 2016 as if there were a contract and that Mr. Ahmed

thought that there was a contract. Reliance was placed on Mr. Ali's evidence in cross-examination that the bonds were an authorisation from the Sheikh, and in particular that the third bond was an authorisation in relation to unidentified stars. Reference was also made to WhatsApp exchanges where Mr. Ahmed had asserted that the Sheikh could not legally meet with any of the Bollywood stars without his permission; an assertion which showed that Mr. Ahmed understood that there was a contract with the Sheikh. Although Mr. Ali took issue with the notion that the Sheikh could not work with anyone other than Mr. Ahmed, he did not at any stage say that the sums paid by the Sheikh were simply payments made as an act of friendship.

173. I did not consider that these submissions were persuasive in relation to the key issues in the case. In order to succeed in these proceedings, it is not sufficient for Mr. Ahmed simply to show that there was, or was understood to be, a contract between himself and the Sheikh. He needs to establish the existence of a contract made on 7 January 2016, and most importantly that it contained the terms on which reliance is placed. None of the documents relied upon support the existence of that contract, and for reasons set out above the documents as a whole (including documents that one would normally expect to exist) are inconsistent with that contract.
174. I accept that there is a powerful case that, looking at the dealings between the Sheikh and Mr. Ahmed as a whole, there was a "deal" or a contract of some kind in relation to the Sheikh's request to Mr. Ahmed to arrange a meeting with a particular star, and Mr. Ahmed's agreement to arrange that meeting. For example, if Mr. Ahmed had gone ahead and arranged a meeting, and incurred expense in so doing, then I do not think that it would be open to the Sheikh to defend a claim for the expenses so incurred, or a reasonable fee for the work carried out, on the basis that there was no contractually enforceable agreement because the arrangements were only friendly in nature. There would be a claim for a quantum meruit which could forcefully be put on the basis of an implied contract: see *Chitty on Contracts* 33<sup>rd</sup> edition paragraph 29-071. Thus, I think that the Sheikh was correct to acknowledge that there was indeed a "deal" for the meeting with Shah Rukh Khan, and another "deal" for the meeting with Salman Khan and so forth. Those meetings were agreed as firm meetings with the Sheikh, and indeed his written closing submissions acknowledged that such meetings would have to be paid for. (As the Sheikh there submitted: "There plainly was an understanding between Sheikh Hamad and Mr. Ahmed that, in respect of each star that Sheikh Hamad met between January and March 2016, Sheikh Hamad would give Mr. Ahmed some money and Mr. Ahmed would arrange a meeting. In each case, Sheikh Hamad knew that the money had to cover (a) any fees that the star charged and (b) any ancillary expenses such as hotel fees, travel costs etc"). However, it does not follow from the existence of a contract of some kind that there existed the contract which Mr. Ahmed needs to establish, and sought to establish.
175. The same difficulty confronts Mr. Ahmed's case on the special authorisation bonds. It is indeed reasonable to analyse these bonds as creating a contract of some kind between the Sheikh and Mr. Ahmed. The bonds were permissive in nature; i.e. they permitted Mr. Ahmed to represent the Sheikh and to negotiate for meetings on his behalf. Although the bonds do not provide specifically for payment, it would be reasonable to conclude that any work actually carried out pursuant to the authorisation

would be remunerated at reasonable rates. But the characterisation of the bonds as contractual in nature lends no assistance to Mr. Ahmed's case on the contract which he seeks to establish. The claim in the present proceedings is not made on the basis that there was a breach of the express or implied terms of the special authorisation bonds. It is made on the basis of an agreement alleged to have been made some weeks before the authorisation bonds were issued.

176. Furthermore, for reasons already given, the existence of the authorisation bonds provides documentary evidence negating the existence of the oral agreement relied upon. Thus, as I have said, it is relevant that the parties did bring formal documents into existence not long after the relevant oral contract is alleged to have been made, but that these documents do not refer to or reflect the material terms of the oral agreement relied upon. In that connection, it is noteworthy that the bonds do not provide for exclusivity. They thus provide evidence against the proposition that exclusivity had been discussed or agreed upon. In addition, the circumstances of their creation lend no support to the notion that a contract had come into existence on 7 January. The origin of the bonds was a request by Mr. Ahmed for a document that would assist in his negotiations with Salman Khan. There is no suggestion that he made a request by reference to anything discussed on 7 January, or indeed on the basis that there was an existing contract between the parties.
177. Nor is there any relevance to Mr. Ali's WhatsApp messages in the present context. The discussion about the effect of the authorisation bonds takes the matter no further than the bonds themselves. Mr. Ali firmly expresses the view in those messages that the Sheikh could not be forced to work with Mr. Ahmed: "If someone decide not to work with u it's his desire. U can't force him". There is nothing in the WhatsApp messages whereby Mr. Ali acknowledges the existence of any element of the contract relied upon by Mr. Ahmed. Indeed, Mr. Ali was trying to ascertain whether any written agreement existed, and it is clear from the messages as a whole that he was not aware of the terms of any agreement between the Sheikh and Mr. Ahmed (a fact that was unsurprising, since he had played no part in the December meetings or the calls in early January) and was trying to find out what Mr. Ahmed was saying or what materials he had. Most significantly, as previously discussed, there is no assertion in the WhatsApp messages by Mr. Ahmed of any contract relating to a List of 26 stars, nor any claim for US\$ 1.5 million per meeting and a bonus of US\$ 500,000 for every third meeting; and indeed the messages are inconsistent with the latter claim. Whatever Mr. Ahmed may have been putting forward as his contractual entitlement, it is not the material contractual terms for which he contends in these proceedings.

*(c) The amounts paid by the Sheikh and the expenses incurred by Mr. Ahmed*

178. In his closing submissions, it was submitted by Mr. Nathan that Mr. Ahmed spent significant sums of money in arranging the meetings. The documented costs were US\$ 490,742.85. In addition, although undocumented, US\$ 250,000 had been spent on the fee for Shah Rukh Khan or his agents, and US\$ 500,000 for Salman Khan. These sums alone totalled US\$ 1.24 million. (I note in passing that there were alleged to be other undocumented costs, including a further US\$ 750,000 for expenses incurred in connection with the Shah Rukh Khan meeting). Mr. Nathan submitted that the figure of over US\$ 1.24 million was too large a figure to be explained by friendship alone. It was too large a sum to be reasonably incurred in the hope that the Sheikh might decide, as an act of friendship, to give Mr. Ahmed some money.

179. Mr. Nathan also submitted as follows. There was no evidence that the Sheikh had paid Mr. Ahmed US\$ 700,000 in cash on 28 December 2015. Thus, if there had been no payment of cash in advance, and no promise of payment either, then there was “nothing in it commercially for [Mr. Ahmed] apart from reliance on the Sheikh’s generosity”. But if there was no contract and no promise of US\$ 1.5m per meeting on 7 January 2016, there was no indication in late December 2015 or early January 2016 that the Sheikh was particularly generous, and so no reason why Mr. Ahmed should have relied on such generosity. There must therefore have been a promise of payment before the 16 January meeting, and the obvious explanation is that there was such a promise; in that a contract was concluded on 7 January 2016. In summary, it was submitted that the payment of at least US\$ 1.24 million had only one reasonable explanation; namely that it was paid pursuant to a commercial contract and in reliance on the expectation that Mr. Ahmed would make a large profit when the Sheikh fulfilled his side of the bargain.
180. Again, I do not consider that these submissions were persuasive. The fact that a significant amount of money was spent by Mr. Ahmed in arranging the various meetings does not assist in establishing the contract for which he contends. It would assist in showing that it must have been understood that Mr. Ahmed would be reimbursed for his expenses and rewarded for his work, but that is not the contract which Mr. Ahmed seeks to establish and it is not in dispute that Mr. Ahmed was entitled to be paid. In this context, I note again that no quantum meruit claim was advanced. I also note that the amount for which there is documentary proof of expenditure (either US\$ 490,000 on Mr. Ahmed’s case or US\$ 431,000 on the Sheikh’s case) is very substantially below the amounts which Mr. Ahmed accepts that he was paid, namely US\$ 3 million.
181. The question of whether or not US\$ 700,000 was given to Mr. Ahmed prior to the meeting with Shah Rukh Khan raises a factual question which it is not easy to resolve on the documentary material. I address it in more detail in the following section. However, even if it were assumed that Mr. Ahmed did not receive all or any of this money, I do not consider that this factor makes it inherently probable that there was a phone call on 7 January and a promise to pay the rates claimed by Mr. Ahmed. The evidence shows that Mr. Ahmed had considered that it was in his interests to visit Bahrain on two further occasions after his initial meeting with the Sheikh. He would have appreciated that the Sheikh was a wealthy man, and that it was in his interests to see whether he could arrange the meeting with Shah Rukh Khan that the Sheikh desired. It would have been obvious that he would be well rewarded if he could do so. Contrary to his case in closing submissions, there was evidence of the Sheikh’s generosity during those meetings. The payment of US\$ 20,000 given at the second meeting was a very generous act. Indeed, Mr. Ahmed’s evidence (which I do not accept) was that at the very first meeting, the Sheikh had tried to give him US\$ 100,000. Furthermore, it is inherently probable that Mr. Ahmed would have been told by the Sheikh’s uncle, prior to the first meeting with the Sheikh, of the Sheikh’s generosity and general character. In short, Mr. Ahmed would not have needed a promise of payment of US\$ 1.5 million in the January phone call, nor indeed any specific promise of payment, in order to know that if he could pull off a meeting with the Sheikh’s dream star, he would be generously rewarded.



182. Moreover, the factual position (again assuming that all of any of the US\$ 700,000 was not paid) is that Mr. Ahmed not only invested time and expense in visiting Bahrain on three occasions in December, and making various calls to India. He also went to Mumbai between 29 December and 3 January, and made arrangements for the meeting. It was on 3 January that he advised the Sheikh of the date of the meeting with Shah Rukh Khan. All of this happened prior to the call on 7 January. It was not therefore done on the faith of any promise to pay a fixed amount, even on Mr. Ahmed's case. Indeed, the point goes even further; because Mr. Ahmed does not allege that he himself was, at this time, making any proposals or requests to the Sheikh for any agreement as to the amount to be paid. Mr. Ahmed's evidence is that it was the Sheikh who called him on 7 January, and that it was the Sheikh who came up, unprompted, with the payment terms. It therefore seems to me that there is no basis for the submission that Mr. Ahmed would not have been doing all the work that he did absent a promise to pay in accordance with the 7 January 2016 call.

*(d) The payments actually made (including the alleged payment of US\$ 700,000 in December 2015)*

183. It was common ground between the parties that significant amounts of cash were given to Mr. Ahmed by the Sheikh on a number of occasions. However, the parties' cases as to when these amounts were given, and the currencies in which they were given, diverged in material respects. The Sheikh's case was that between December 2015 and February 2016 he gave Mr. Ahmed a total of approximately US\$ 3.44 million, as well as a number of small sums of cash as gifts on an ad hoc basis. The US\$ 3.44 million included one bank transfer of the equivalent of US\$ 1 million on 28 February 2016. It was common ground that this bank transfer had been made and that it was the only bank transfer between the parties.

184. The Sheikh's case as to the amounts of cash handed over was as follows: US\$ 80,000, given to the Sheikh's uncle for transmission to Mr. Ahmed after the first or second meeting in December; US\$ 700,000 on 28 December 2015; US\$ 400,000 in Mumbai on 16 January 2016, prior to the meeting with Shah Rukh Khan; US\$ 1,000,000 in Bahrain, in around late January 2016; US\$ 200,000 or possibly US\$ 250,000 in Mumbai on 11 February 2016, prior to the meeting with Salman Khan; US\$ 40,000 in mid March 2016.

185. There were disputes as to all of these sums, except for the US\$ 400,000 given in Mumbai on 16 January 2016, prior to the Shah Rukh Khan meeting. Mr. Ahmed denied that he had received any part of the US\$ 80,000 allegedly given by the Sheikh to his uncle after the first or second meeting: his case was that US\$ 100,000 had been offered to him at the first meeting, and the cash had then been taken by the Sheikh's uncle. Mr. Ahmed said that he received US\$ 20,000 at the second meeting (and the Sheikh did not dispute this payment), but he had received nothing else prior to the US\$ 400,000 given in Mumbai. The next payment, on Mr. Ahmed's case, was approximately US\$ 1.1 million given to him on 18 January 2016 in Bahrain, and comprising US\$ 250,000 and £ 600,000. In support of this case, the trial bundle contained a number of photographs which were said to be photographs of the money handed over on that occasion. Mr. Ahmed also said that he was given Bahraini Dinar 12,000 (approximately US\$ 30,000) in an envelope in Bahrain on 25 January 2016. He accepted that he had received a significant amount of cash in Mumbai on 11 February 2016, at the time of the Salman Khan meeting, but he said that this was US\$

400,000 rather than the US\$ 200,000 (or US\$ 250,000) referred to by the Sheikh. The overall total received was therefore around US\$ 3 million rather than the approximately US\$ 3.4 million for which the Sheikh contended.

186. The disputes between the parties as to what sums were paid, and when, were of importance not simply to the question of accounting (i.e. what amounts had been paid against the alleged entitlement to US\$ 1.5 million per meeting). Each side argued that these payments supported their respective cases as to whether an agreement was or was not made.
187. The Sheikh contended that the evidence showed that the payments were haphazard and irregular, and could not be tied to an agreement to pay US\$ 1.5 million per meeting. It was also contended by the Sheikh that, on the basis of Mr. Ahmed's case, the Sheikh had very quickly fallen into arrears. Thus, by the time of the Shah Rukh Khan meeting, he had only paid US\$ 420,000 on Mr. Ahmed's case. Yet there was no evidence of any complaint or demand for payment prior to or following that meeting. Similarly, there was a failure to pay any money at all, on Mr. Ahmed's case, for the Ranveer Singh meeting on 6 March 2016, but no evidence of any complaint or demand for payment.
188. Mr. Ahmed submitted that there had been no payment of US\$ 700,000 in December 2015, and indeed no payment at all (apart from the US\$ 20,000) until the Sheikh arrived in Mumbai with US\$ 400,000. This demonstrated that Mr. Ahmed was taking a commercial risk on an uncertain outcome, and must have been working on the basis of a promise by the Sheikh to pay prior to the 16 January meeting. Accordingly, the absence of evidence of payment of the US\$ 700,000 made it inherently probable that Mr. Ahmed had received a promise of payment, and this must have come during the January call. Furthermore, when the figures were examined, they demonstrated that the Sheikh had indeed paid US\$ 3 million for the meetings with Shah Rukh Khan and Salman Khan, and hence supported the case that there was an agreed amount of US\$ 1.5 million for each meeting. These payments were made, for each meeting, essentially in two tranches. For the Shah Rukh Khan meeting, US\$ 400,000 was paid in cash in Mumbai, and then a further (approximately) US\$ 1.1 million was paid in cash on 18 January shortly after the meeting. The Salman Khan meeting followed a similar pattern; with US\$ 400,000 being paid in cash in Mumbai, and US\$ 1 million being transferred by bank transfer after the meeting.
189. The documentation relating to the cash payments was sparse. Apart from the photographs of the cash sums allegedly paid on 18 January, I was not referred to any documents disclosed by the Claimants relating to the payments received. Thus, there were no receipts, no bank statements recording the deposit of funds, and no internal documentation recording amounts received and balances alleged to be due. Some relevant documents had been provided by the Sheikh. The Sheikh disclosed bank statements relating to two accounts which he used at the time: a BHD account at Al Salam Bank and a US dollar account at MBI Bahrain Islamic Bank. He also disclosed a number of signed cash withdrawal slips which evidenced some of the withdrawals shown on the statements. The Sheikh had, however, never requested a receipt from Mr. Ahmed for any of the sums which were handed over in cash. Mr. Ahmed's principal point on the documentation was that the bank statements and withdrawal slips did not support the Sheikh's case that US\$ 700,000 was paid over in December 2015.

190. In my view, the key question is whether the evidence of the payments, sparse as it is, provides support for Mr. Ahmed's case as to an agreement on 7 January 2016 for payment of US\$ 1.5 million per meeting, and his case that there must have been a conversation at around that time when a payment rate was agreed. In my judgment, however, the evidence provides no support for that agreement or the conversation, and – particularly when considered with the other evidence in the case – is inconsistent with it.
191. First, I attach importance to the fact that Mr. Ahmed was not able to produce any documentation which evidenced him keeping track of the payments which were received. If there had been a clear agreement for payment of a specific amount per meeting, then it would have been important for Mr. Ahmed to keep some record, however rudimentary, of the payments which were being received. Even on Mr. Ahmed's case, he was receiving various different amounts in cash, in different currencies, at different times. It is not as though Mr. Ahmed submitted an invoice for a dollar amount, and then received a bank transfer payment of that amount; in which case the accounting would be straightforward. The absence of record keeping on the part of Mr. Ahmed (and indeed on the part of the Sheikh as well), when coupled with the way that the payments were made by large sums of cash in briefcases or suitcases, is strongly indicative that there was simply a loose arrangement under which both parties were proceeding on the basis that the Sheikh would reward Mr. Ahmed for his efforts and would be generous in so doing, but that there was no agreement as to an amount per meeting.
192. Secondly, it seems to me that Mr. Ahmed has considerable difficulty in reconciling the payments actually made with an agreement to pay US\$ 1.5 million per meeting. As far as the first Shah Rukh Khan meeting is concerned, that case depends upon Mr. Ahmed's evidence that he received US\$ 400,000 in Mumbai (which was common ground) and then the equivalent of a further US\$ 1.1 million in cash on 18 January, the significant majority of which was (on Mr. Ahmed's case) in sterling. However, the Sheikh's bank statements and the signed receipts (upon which Mr. Ahmed placed heavy reliance in seeking to challenge the Sheikh's evidence that he paid US\$ 700,000 in December) provide no support at all for a payment of US\$ 1.1 million, including £ 600,000 in sterling on that day. The statements do not show any significant withdrawals on any days in January up to and including 18 January, apart from a debit entry of BHD 15,000 (approximately US\$ 40,000) on 10 January. Furthermore, the statements do show that on 21 January, Sheikh Hamad withdrew a total of US\$ 850,000 from his dollar account. This was 3 days after Mr. Ahmed alleges that he was paid the sterling sum. Also on 21 January, there are four debit entries on the BHD account totalling BHD 65,495, which is the equivalent of US\$ 173,000. (The currency in which this sum was withdrawn was not clear, and it may therefore have been BHD or indeed US dollars).
193. I therefore reject Mr. Ahmed's evidence that he was paid a significant amount on 18 January 2016, immediately after the Shah Rukh Khan meeting. I also reject Mr. Ahmed's case that he received a payment of £ 600,000 on 18 January, or indeed at any stage. I can see no reason why Sheikh Hamad would have been paying such significant amounts of sterling to Mr. Ahmed, since the meetings had no connection with England and were taking place in India. In addition, it is improbable that the Sheikh would have been paying such amounts in sterling to Mr. Ahmed in

circumstances where the Sheikh did not have a sterling account, and where the documents show that he withdrew US\$ 850,000 (i.e. in US dollars) on 21 January. In view of this conclusion, I can attach no credence to the photographs of numerous bundles of sterling which Mr. Ahmed produced as part of his case. Mr. Ahmed's disclosure did not contain any metadata which would have evidenced the day on which the photographs were taken. But I am satisfied that they are not photographs of sterling handed over by Sheikh Hamad. Indeed, the fact that these photographs have been produced, without any metadata, and in circumstances where I do not accept that £ 600,000 was paid to Mr. Ahmed in sterling, casts further doubt on Mr. Ahmed's credibility.

194. The Sheikh's evidence, as mentioned above, was that he gave Mr. Ahmed US\$ 1 million in Bahrain in around late January 2016. The bank statements showing withdrawals of US\$ 850,000 and the equivalent of US\$ 173,000 on 21 January are consistent with this case, and I therefore accept the Sheikh's evidence on this issue.
195. It follows from these findings that Mr. Ahmed did not receive US\$ 1.5 million in January in respect of the Shah Rukh Khan meeting. The payments made totalled US\$ 1.4 million, leaving a balance of US\$ 100,000 owed (on Mr. Ahmed's case that the meeting fee was US\$ 1.5 million). However, there is no evidence that Mr. Ahmed demanded the balance.
196. Mr. Ahmed faces a similar difficulty in relation to his case concerning the Salman Khan meeting. His evidence was that he received US\$ 400,000 in cash in Mumbai prior to the meeting, and a subsequent transfer (in UAE Dirhams or "AED") of just under US\$ 1 million. Again therefore, on his case, he was not paid the full amount owed of US\$ 1.5 million for the Salman Khan meeting, and this is so even if one takes into account the BD 12,000 alleged to have been paid on 25 January 2016. Again, there is no evidence of any demand for any balance.
197. However, the difficulties in reconciling the payments made with Mr. Ahmed's case become even more acute in relation to the events in March 2016. Sheikh Hamad made the bank transfer of approximately US\$ 1 million on 28 February 2016. The Sheikh's case was that this was his payment for the next two meetings, with Ranveer Singh and Aditya Roy Kapoor. Those stars were in a lesser league to the first two, and his evidence was that he knew that they would not be charging as much as US\$ 500,000 per meeting. Mr. Nathan submitted that there was an inconsistency between the Sheikh's case that the payment (on 28 February) was in part for the meeting with Aditya Roy Kapoor and his evidence that the date of that meeting was only confirmed on 6 March. I do not agree. The Sheikh's evidence was that Ranveer Singh and Aditya Roy Kapoor had been identified as the next stars after the meeting with Salman Khan on 11 February 2016, and discussions with Aditya Roy Kapoor would necessarily have commenced prior to the confirmation of the date.
198. To my mind, the important point here is that Mr. Ahmed's case is that he received nothing at all in advance of the meetings with Ranveer Singh and Aditya Roy Kapoor, and indeed received nothing at all afterwards. Accordingly, on Mr. Ahmed's case, the established "pattern" of the Sheikh paying a substantial advance payment (US\$ 400,000) and a subsequent balance (US\$ 1 million) did not happen at all. Indeed, the same is true of the fifth meeting on 17 March 2016, when the Sheikh met Ranveer Singh for the second time. However, what is clear is that Mr. Ahmed did go ahead

and arrange all of these meetings, and there is no documentary evidence of any demand, prior to the meetings, for any advance; and no written complaint that the Sheikh had failed to pay the sums due, which (following the first Ranveer Singh meeting) would have included a US\$ 500,000 bonus on Mr. Ahmed's case. On the contrary, there were a number of affectionate texts exchanged between the Sheikh and Mr. Ahmed between the time of this payment on 28 February and 16 March 2016, when the Sheikh arrived in Dubai. These included a warm message from Mr. Ahmed sent on the morning of 16 March itself:

“Gudmoorning my love dear bro. Wellcome today in u second home inshalla with all love .godbless us inshalla always forever my dear bro.”

199. Throughout this time, it would have been very easy for Mr. Ahmed to have sent the Sheikh a polite or gentle reminder that substantial sums were now owed, on the basis that Mr. Ahmed had received nothing at all for the Ranveer Singh meeting which took place on 6 March, no advance payment for the Aditya Roy Kapoor meeting which was to take place on 16 March 2016 itself, and no advance payment for the second meeting with Ranveer Singh on 17 March 2016. The obvious conclusion is that Mr. Ahmed did not consider that the Sheikh owed him significant sums of money, and that there was no expected “pattern” whereby the Sheikh would pay some money in advance of a meeting and then the balance of US\$ 1.5 million afterwards.
200. Accordingly, I consider that Mr. Ahmed's case, that the payments evidence an agreement to pay US\$ 1.5 million per meeting, is not consistent with the payments that were actually made, nor with the absence of any complaint about non-payment or request for payment or reminder that payment was outstanding.
201. Nor is it surprising that Mr. Ahmed did not complain to the Sheikh. The monies paid by the Sheikh to Mr. Ahmed up until the end of February 2016 were, even on the basis of Mr. Ahmed's figure of US\$ 3 million received, substantially in excess of the expenses that Mr. Ahmed incurred for all of meetings. Mr. Ahmed produced various documents evidencing the expenses which he incurred. These were nowhere near US\$ 1.5 million per meeting:
  - a) The documented expenses for the Shah Rukh Khan meeting were only US\$ 7,836.31. Mr. Ahmed estimated that he spent an additional US\$ 1 million on the fees of Shah Rukh Khan and his agent (US\$ 250,000) and cash payments of US\$ 750,000 on hotels, security, transport and tips. But no documents evidencing these substantial expenditures were produced. I was not satisfied that either Shah Rukh Khan or indeed Salman Khan had actually charged any sum for making themselves available for their meetings with the Sheikh. The Sheikh was, after all, Bahraini royalty and therefore rather different from run-of-the-mill Bollywood fans. The stars may well have been interested in meeting the Sheikh without charging any or any significant amounts.
  - b) The documented expenses for the Salman Khan meeting were only US\$ 43,088.69, and there was no documented evidence that Salman Khan charged a US\$ 500,000 fee.

- c) In contrast, there were documents showing that Ranveer Singh had charged US\$ 115,000 for his first meeting with the Sheikh, and that Aditya Roy Kapoor charged US\$ 62,000 for his meeting. But the total documented costs for these meetings were still modest: US\$ 208,070.58 for Ranveer Singh, and US\$ 99,909 for Aditya Roy Kapoor.
- d) Ranveer Singh did not charge for his second meeting with the Sheikh, and the documented costs in relation to that meeting (such as hotel bills and security) did not exceed US\$ 129,937.33.

These figures show that Mr. Ahmed was on any view making very significant sums of money as a result of receiving at least around US\$ 3 million from the Sheikh.

202. It is also important that the payments were haphazard, in the sense that they were made in different currencies, at different times, and at different amounts, and were not obviously referable to any agreement to pay US\$ 1.5 million per meeting. When viewed in the context of the lack of any documentation recording the payments, and the lack of any invoices, demands or written complaints, they support the case that there was nothing more than a loose understanding that Mr. Ahmed would arrange the meetings in the expectation that he would be generously rewarded for so doing.
203. I have not, however, hitherto addressed the question of whether the Sheikh paid US\$ 700,000 to Mr. Ahmed on 28 December 2015. The Sheikh was adamant that he had done this. However, his evidence in that connection could not easily be reconciled with the withdrawals that took place in December and early January 2016. The documentary evidence showed that during that time, there were transfers from his US Dollar bank account to his BHD account, but no cash withdrawals from his US Dollar account prior to 21 January 2016. The cash withdrawals during that time came from the BHD account at the Al-Salam bank, and they were as follows. For convenience and where appropriate I have converted these to US\$ figures, although it is not always clear whether a particular sum was withdrawn in US\$ or in another currency
- a) 10 December: US\$ 53,000.
  - b) 13 December: US\$ 505,315.25.
  - c) 27 December: £ 163,000 (withdrawn as sterling).
  - d) 27 December: US\$ 100,000.
  - e) 27 December: BHD 97,660 (withdrawn as BHD; equivalent of US\$ 258,000).
  - f) 10 January: US\$ 39,000.
204. These are clearly very significant sums. However, the question is whether they would have enabled the Sheikh to pay not only US\$ 700,000 on 28 December but also a further US\$ 400,000 in Mumbai on 16 January (i.e. a total of US\$ 1.1 million). The above sums, if added together, do exceed the equivalent of US\$ 1.1 million. However, the Sheikh would have used sterling during this trip to London, and it may be that he

would also have used the BHD amounts for other payments, for example to members of his staff or entourage. He also gave his uncle US\$ 80,000, thereby reducing the monies available to give to Mr. Ahmed. Furthermore, the Sheikh's evidence was that he generally did not keep large sums of money at his house for a long time, and it is therefore unlikely that the proceeds of any prior withdrawals (say in November 2015) would have been available at his house for distribution to Mr. Ahmed.

205. I am therefore not satisfied that the Sheikh did in fact pay a total of US\$ 1.1 million to Mr. Ahmed on 28 December 2015 and 16 January 2016. Nevertheless, I consider it highly probable that the Sheikh did give Mr. Ahmed a significant sum of money at the time of the third meeting on 28 December. By that time it was anticipated that there would be a meeting with Shah Rukh Khan in January, and that the Sheikh would be flying directly from London to India. The 28 December meeting was the third meeting between them, and the Sheikh would have wanted to make sure that Mr. Ahmed had a significant sum of money in order to ensure that the Shah Rukh Khan took place. The evidence also shows that the Sheikh's generosity was such that he would not have let Mr. Ahmed leave empty-handed.
206. Equally for his part Mr. Ahmed is an intelligent and acquisitive man, and he would have wanted to receive money from the Sheikh in connection with the meeting that he was seeking to arrange. Indeed, there is an oddity about Mr. Ahmed's case, which was that the Sheikh had tried to give him US\$ 100,000 at the first meeting, that he did give him US\$ 20,000 at the second meeting, but that at a third meeting (when progress on the meeting with Shah Rukh Khan was clearly being made) the Sheikh offered and gave him nothing. Furthermore, it is improbable that Mr. Ahmed would have been happy to finance, from his own resources, such expenses as would be incurred in connection with the Shah Rukh Khan meeting. Accordingly, whilst I am not satisfied that the Sheikh gave Mr. Ahmed US\$ 700,000 on that occasion, it is probable that a substantial sum, in the hundreds of thousands of dollars, was indeed given to Mr. Ahmed at that time. The amounts of money withdrawn by the Sheikh were sufficient, particularly if sterling or BHD were converted to dollars, to enable the Sheikh to make such a payment and also still have US\$ 400,000 to give to Mr. Ahmed in Mumbai.
207. However, even if the facts were that no payment was made to Mr. Ahmed on 28 December 2015, I do not consider that this fact would support Mr. Ahmed's case that there was an agreement reached in the 7 January call. The documentary evidence and the inherent probabilities are still inconsistent with that case, and (for reasons previously given) Mr. Ahmed did not need to receive an advance payment because he knew that he would be generously rewarded by the Sheikh if he could arrange the meeting with Shah Rukh Khan.

*(e) The evidence of Mr. Bansal*

208. The evidence of Mr. Bansal was relied upon by Mr. Ahmed in relation to two important aspects of the case: exclusivity and the List. In relation to exclusivity, Mr. Bansal's evidence was that, at the meeting with Shah Rukh Khan, Sheikh Hamad had told the star "multiple times that Mr. Ahmed was his exclusive agent to arrange these meetings" and that he referred to both Mr. Ahmed and himself as "brothers". In relation to the List, Mr. Bansal did not say that he had been told about any agreement between Mr. Ahmed and the Sheikh as to a list of 26 stars. He did, however, give

evidence as to what were submitted to be “the Sheikh’s known list-making propensities”. Mr. Bansal said that the Sheikh had written out a list of stars whilst in his hotel room prior to the Shah Rukh Khan meeting, and that this had been done in the presence of Mr. Saffy and Mr. Ahmed. There had then been discussion about that list. He also gave evidence that there was discussion about a list when Mr. Bansal saw the Sheikh with Mr. Ahmed in Bahrain on 3 February 2016. It was submitted that Mr. Bansal’s evidence was credible and given honestly. His evidence about the list underlined the practical necessity of knowing who it was that the Sheikh wanted to meet next. It corroborated Mr. Ahmed’s description of the Sheikh doing exactly the same thing – writing down a list of names he wanted to meet – at the meeting on 23 December 2015.

209. I do not consider that I can or should place any reliance on the evidence of Mr. Bansal in these respects. Mr. Bansal first made a witness statement in April 2017 in the context of the jurisdictional dispute. There is no reference in that statement to anything being said about Mr. Ahmed being an exclusive agent. Mr. Bansal’s evidence was that the discussion between the Sheikh and Shah Rukh Khan concerned the latter’s career. He said that the Sheikh had referred to Mr. Ahmed and himself as “brothers” and Mr. Ahmed as his “business partner”. The closest he came to any statement about “exclusivity” was that “Sheikh Hamad said that all of the work to be done in India for him to meet actors was to be done through Mr. Ahmed”. By the time (January/ February 2018) of his statement exchanged for the purposes of the trial, however, Mr. Bansal’s evidence on this issue had firmed up so as to support Mr. Ahmed’s case of exclusivity: his evidence was that the Sheikh said that Mr. Ahmed was the “exclusive agent for arranging meetings with Bollywood actors”, and he was alleged to have said this multiple times. When describing the later meeting with Salman Khan, he said that the Sheikh had referred to Mr. Ahmed and Mr. Bansal as “brothers and looking after all his meetings with Bollywood stars from India”.
210. I do not accept that there was any discussion between the Sheikh and Shah Rukh Khan in which the Sheikh described Mr. Ahmed as his exclusive agent. The Sheikh would have been interested in discussing Bollywood films and Shah Rukh Khan’s career, having been given this opportunity to meet one of his favourite stars. He would not have spent his time discussing, with a star such as Shah Rukh Khan, his relationship with Mr. Ahmed, let alone do it “multiple times”. It also seems to me that the evidence of Mr. Bansal changed, for no convincing reason, between his April 2017 and January/ February 2018 statements. Furthermore, there is no documentary evidence that exclusivity was agreed, and (see paragraphs [121] – [129] above) the authorisation bonds do not provide for exclusivity.
211. As far as the writing out of a list on 16 January is concerned, the position is that there was no reference to any such list in Mr. Bansal’s 2017 statement, or indeed in his January/ February 2018 statement. His evidence that a list was written on that occasion first emerged in the course of cross-examination. Mr. Saffy denied that he saw any list being written, and the effect of Mr. Ahmed’s evidence was that this must have happened when he was not there. I did not consider that Mr. Bansal’s evidence in this regard was reliable, or that it provided any material support to Mr. Ahmed’s case that a List of 26 names had been contractually agreed. On any view, any list written out on 16 January 2016 cannot have been of any consequence, since neither Mr. Bansal nor Mr. Ahmed (if he was there) sought to retain a copy of it.



212. The position is similar in relation to the Bahrain meeting. Mr. Bansal's original statement did not refer to any list having been written out. His 2018 statement did refer to a discussion of the Sheikh's "list of actors", but without any suggestion that a list had been written out at the meeting. If a list had indeed been written out at the meeting, and had it been of any consequence, it ought to have prompted Mr. Ahmed to ask for a copy of the list. Indeed, the 3 February 2016 meeting, coming as it did after the successful meeting with Shah Rukh Khan, provided an excellent opportunity for Mr. Ahmed to ensure that he had a copy of the List of 26 actors who are alleged to have been the subject of the 7 January 2016 agreement. The fact that he did not do so provides further evidence that there was no agreement as to a List of 26 stars.
213. I did not consider that Mr. Bansal was a dishonest witness. However, it was clear that he was a close business associate of Mr. Ahmed, and that he wanted to assist Mr. Ahmed if he could. It was obviously for that reason that he became engaged in January 2016 in the process of buttering-up the Sheikh by sending affectionate messages which would not normally be part of a business relationship. When it came to his statements, I am sure that he was well aware of the issues in the litigation and, albeit without deliberately seeking to mislead, his recollection of events was coloured by a desire to support Mr. Ahmed if he could.
214. Ultimately, as with Mr. Ahmed's evidence, Mr. Bansal's evidence as to lists (and indeed "exclusivity") needs to be considered in the light of the documents in the case and the inherent probabilities. I do not accept that Mr. Bansal ever saw any list of 26 stars. Had he done so, then it is difficult to see why that list has not survived. It is reasonably possible that at some stage the Sheikh did jot down some names. But any such jottings have not been preserved, for the good reason that they were of no importance, still less of any contractual significance.

*(f) The Simmons Gleek letter*

215. It was submitted that when the Sheikh was in Dubai for TOIFA he promised to use the sale proceeds of his London property to pay Mr. Ahmed. In that connection, Mr. Ahmed had taken a photograph of a letter from the Sheikh's solicitors, Simmons Gleek, dated 16 March 2016. The letter confirmed a conversation with the Sheikh on that day in which the Sheikh had instructed Mr. Gerald Gleek to exchange contracts on the property and complete 7 days later. The letter sought the Sheikh's confirmation that Mr. Gleek was authorised to sign the sale contract on his behalf, and requested that it should be scanned back from the hotel. The Sheikh duly countersigned the letter on 17 March. The photograph was taken of the letter after countersignature by the Sheikh. The sale price was £1,415,000.
216. Mr. Ahmed contended that the letter was produced in the context of the Sheikh's promise to pay US\$ 1.5 million once he received funds from the sale. In his first witness statement, he said that the Sheikh produced a copy of the letter, and that he believed that this was done in order to demonstrate that he would soon have some cash liquidity with which to pay some of the money that he then acknowledged that he owed.
217. The Sheikh did not dispute that he had shown a copy of the letter to Mr. Ahmed on that occasion. He agreed in cross-examination that, when the letter was originally faxed through, Mr. Ahmed's assistant had gone down to reception, picked it up, and

brought it back to the Sheikh's suite. The Sheikh's evidence was that he did indeed tell Mr. Ahmed that he was selling his flat, because it was in the nature of his friendship with Mr. Ahmed to tell him this. The Sheikh said that he had formulated an idea in his own mind (although he did not tell Mr. Ahmed) that he would indeed give Mr. Ahmed the proceeds of sale; because "I thought this would make him happy and allow us to arrange a few more meetings together". But the Sheikh said that when he told Mr. Ahmed the news in Dubai about selling his flat, and how much he was selling it for, Mr. Ahmed was visibly uninterested in what the Sheikh was saying, and did not engage in the conversation. The Sheikh felt that this was the first time that he felt that Mr. Ahmed did not care about his life at all. Because of his unfriendly behaviour, the Sheikh changed his mind and decided not to give him the money after all. At around the same time, Mr. Ahmed started demanding US\$ 2.5 million to meet Akshay Kumar and Aamir Khan, and the Sheikh thought that he was being pressurised and manipulated.

218. As with many of the factual issues in the case, there was a conflict of evidence between the Sheikh and Mr. Ahmed as to what happened. The fact that Mr. Ahmed at some stage took a photograph of the letter would seem to indicate that he must have had some interest in the fact that the Sheikh was selling his flat. This would seem to be at odds with the Sheikh's evidence that Mr. Ahmed was visibly uninterested when he saw a copy of the letter. However, it is also apparent from the evidence, in particular the WhatsApp messages, that Mr. Ahmed took a very large number of photographs. It is therefore reasonably possible that he took a photograph of the letter simply because he thought that it might be useful to him, in some way, in the future.
219. I do not consider that the existence of a photograph of the letter provides any corroboration of Mr. Ahmed's case that the Sheikh promised to give him US\$ 1.5 million from the proceeds of sale, still less that he did so in recognition by the Sheikh of the fact that he owed substantial sums to Mr. Ahmed at that stage. The text exchanges between the parties at that time contain no reference to any promise to pay US\$ 1.5 million from the proceeds of the sale of the flat. Nor do they contain any reference to a promise by the Sheikh, prior to the Dubai meeting to pay the sum of US\$ 2 million, which (on Mr. Ahmed's case) was at that stage outstanding for the Ranveer Singh meeting and bonus. It was this alleged promise, and the Sheikh's failure to bring any money to the Dubai meeting, which was said by Mr. Ahmed to provide the context for the Sheikh's promise to pay US\$ 1.5 million at the Dubai meeting. Furthermore, if there was truly an agreement in Dubai to pay the proceeds of the sale of the flat to Mr. Ahmed, it would have been a simple thing to endorse a copy of the Simmons Gleek letter with a brief notation so as to record the agreement, or to record the agreement in written form in some other way. Again, therefore, Mr. Ahmed's contention is not supported by any contemporaneous documentary material.
220. Mr. Nathan relied, as corroboration for Mr. Ahmed's evidence, upon the WhatsApp message sent by Mr. Ahmed to Mr. Ali at 6.31 am on 17 April. Mr. Ahmed sent a photograph of the letter, and then said: "Supposed to transfer to my account while he was in toifa". However, this statement cannot have been accurate. The Simmons Gleek letter was only countersigned on 17 March, and the letter provided for payment of the sale proceeds 7 days later, by which time TOIFA would have finished and the Sheikh would have left. Accordingly, there could be no question of payment being made to Mr. Ahmed "while he was in TOIFA". Moreover, the amount set out in the

Simmons Gleek letter (£ 1,415,000) is obviously greater than the US\$ 1.5 million that Mr. Ahmed now alleges that the Sheikh agreed to pay.

221. I therefore do not consider that the letter evidences an agreement to pay the sale proceeds to Mr. Ahmed, still less an agreement that it would be paid as arrears for monies due for the Ranveer Singh meeting. I consider it probable that Mr. Ahmed took the photograph of the letter simply because he thought it might possibly be of future use to him. Had there been an agreement to pay the sale proceeds, it would have been simple to record that agreement and indeed for Mr. Ahmed to have made a demand for that payment 7 days after 17 March 2016.

### **E: Conclusions in relation to the 7 January phone call**

222. Mr. Ahmed bears the burden of establishing the oral agreement made on 7 January 2016 on the terms relied upon. His case rests principally upon his own evidence. My conclusions, as set out above, are that: his evidence was unsatisfactory in many respects, and he was not a reliable witness; his evidence and his case as to the oral agreement are not consistent with the documentary record (including documents that one would ordinarily expect to exist) or the inherent probabilities; there have been material inconsistencies in the way in which that case has been articulated or advanced from time to time; and that none of the principal points advanced by Mr. Nathan, as to why Mr. Ahmed's case is inherently probable, are persuasive.
223. Moreover, there are other aspects of the phone conversation itself which call into question Mr. Ahmed's case. Thus:
- i) The case was advanced on the basis that Mr. Dallal could hear it. However, it is clear that relevant call was an outgoing call made by Mr. Ahmed to the Sheikh, and I see no reason why – given Mr. Dallal's role essentially as Mr. Ahmed's bag carrier – Mr. Ahmed would have put the call onto loudspeaker so that Mr. Dallal could hear it.
  - ii) In his oral evidence, Mr. Ahmed explained that the first occasion on which the Sheikh offered to pay US\$ 1.5 million per meeting was during the call on 7 January 2016. In his first witness statement dated January 2017, however, Mr. Ahmed's evidence was that the offer had been made on a number of occasions prior to the call on 7 January, and that it was during the 7 January call that Mr. Ahmed communicated his acceptance of the offer. This is a further inconsistency in the account advanced by Mr. Ahmed. Furthermore, if there had indeed been no discussion about a fee of US\$ 1.5 million per meeting prior to the 7 January call, it seems to me somewhat surprising for the Sheikh to have spontaneously raised this during the call itself. It is even more surprising, and unlikely, for the Sheikh also to have promised, again spontaneously and without prior request, to pay a bonus for every third meeting. Indeed, the bonus arrangement is itself (for reasons which I have already given – see paragraph [160] above) lacking any real logic, and I think it most unlikely that the Sheikh would ever have come up with this idea.
224. In these circumstances, I reject Mr. Ahmed's account of the phone conversation on 7 January 2016, and I reject his case that there was any agreement on the terms alleged. The timing of the call was when the meeting with Shah Rukh Khan was imminent. It

is likely that the discussion in the phone conversation was simply about the forthcoming arrangements for the meeting with Shah Rukh Khan. I agree with the Defendant's submission that whatever was discussed in the call, it was not the exclusive agreement worth US\$ 43 million as contended for by the Claimants. I also agree that there are simply too many inconsistencies (with the documentation and internally) and improbabilities for the case advanced by Mr. Ahmed to be accepted. In these circumstances, the Sheikh's alternative argument, that there was no intention to create legal relations, does not arise.

**F: The Claimants' alternative arguments and the TOIFA payment**

225. Since I have rejected Mr. Ahmed's case as to all aspects of the 7 January 2016 agreement, it does not seem to me that the claim can succeed at all. The claim for sums owing for the meetings that did take place, including the bonus, fails because there was no agreement to pay US\$ 1.5 million per meeting plus bonus. The claim for damages for repudiation, in respect of the 22 meetings which did not take place, fails because there was no agreement which committed the Sheikh to meeting a list of 26 stars.
226. It also seems to me that the other ways in which the claim was advanced also depend upon Mr. Ahmed showing that an agreement was reached on 7 January 2016 on the terms alleged. Thus, the case that Mr. Ahmed is entitled to damages for breach of the agreement, in respect of the meetings arranged by Mr. Qureshi in April 2016, depends upon establishing that Mr. Ahmed was and remained the Sheikh's exclusive agent for arranging meetings with Bollywood stars at that time. However, that case in turn depends upon what, if anything, was agreed as to exclusivity in the January call. For reasons which I have given, I do not accept that there was any agreement as to exclusivity, as indeed reflected in the fact that the special authorisation bonds contained no such agreement. It follows that the Sheikh was entitled to arrange meetings through Mr. Qureshi, and that Mr. Ahmed cannot show that there was any breach of any agreement in consequence of these meetings.
227. Similarly, Mr. Ahmed's case that he received insufficient notice of termination, and is entitled to damages in relation to meetings that he could have arranged during the notice period, fails for essentially the same reason. Unless Mr. Ahmed can establish an agreement as to exclusivity, the Sheikh was entitled to arrange meetings through others if that is what he wished to do. Even if such meetings were arranged during Mr. Ahmed's "notice" period, Mr. Ahmed cannot contend that there was any breach by the Sheikh in so doing.
228. However, there are other difficulties which confront the case that Mr. Ahmed was not given sufficient notice and that he can claim damages in respect of the period of notice.
229. First, there was no general appointment by the Sheikh of Mr. Ahmed as his agent (or otherwise) in the 7 January 2016 call. The arrangements between the parties were, as I have already described, to proceed on a "step-by-step" basis. There was therefore nothing, in my view, to prevent the Sheikh from deciding that he did not want to take any further steps with Mr. Ahmed, and his decision not to do so was clearly communicated to Mr. Ahmed in Mr. Ali's WhatsApp messages on 18 March 2016. Any arrangement between them was therefore terminable at will. This conclusion is

consistent with the evidence of Bahraini law that the special authorisation bonds, issued in early 2016, were revocable at will.

230. Secondly and in any event, there was nothing that committed the Sheikh to meeting stars on any particular timescale. For example, if the Sheikh decided that he wanted to take a lengthy break from meeting stars, or take a long holiday so that he would not be in a position to meet stars, there was nothing to stop him doing so. It follows that even if Mr. Ahmed was entitled to some period of notice prior to termination of any arrangement which may have existed, there is no basis for any award of damages by reference to meetings that would have taken place during that period of notice; because the Sheikh was not contractually obliged to meet stars during that period.
231. Finally, I can deal briefly with the claim for US\$ 500,000 in respect of the sponsorship of TOIFA. This claim depends entirely on the evidence of Mr. Ahmed that an agreement was reached with the Sheikh to the effect that CBSC would sponsor TOIFA in its name, and that the Sheikh would pay US\$ 500,000 in respect of that sponsorship. There is no documentary evidence of any such agreement in any of the materials before the court. Nor was any such agreement referred to in the WhatsApp exchanges between Mr. Ahmed and Mr. Ali, in which the former identified the sums owed by the Sheikh.
232. Furthermore, the agreement relied upon seems an improbable one. It would be somewhat strange for the Sheikh to want to sponsor TOIFA in the name of CBSC, rather than gaining the credit and benefits of sponsorship by sponsoring in his own name. I was not persuaded that there was any need for secrecy given that the Sheikh was clearly in Dubai for the TOIFA event, and he publicly attended, on 17 March, the fashion show element of the TOIFA events. In addition, there was no reason to hide Bahraini involvement in TOIFA, since Gulf Air (Bahrain's national carrier) was a main sponsor of TOIFA and the event was attended by Bahrain's Minister of Commerce. But even if there had been some need for secrecy, it is improbable that the Sheikh would simply have decided to agree to give CBSC a US\$ 500,000 lump sum for the sponsorship, irrespective of the amount which CBSC actually incurred in becoming sponsor. On that point, there was again an absence of documentation, but the further information served on behalf of Mr. Ahmed stated that the amount paid for sponsorship was the equivalent of US\$ 68,000 in cash. Finally, if the Sheikh had indeed agreed to sponsor TOIFA, I do not consider that he would have been willing to leave Dubai on the basis of the security concerns that Mr. Ahmed mentioned, and would not have accepted Mr. Ahmed's withdrawal of the invitation to the awards ceremony.
233. Against this background, and given my conclusions as to the general unreliability of Mr. Ahmed's evidence and my rejection of his case based on the 7 January phone call, I do not consider it appropriate to accept his evidence as to the agreement in relation to TOIFA sponsorship without some independent corroborative evidence. No such evidence, whether documentary or oral, exists. I therefore dismiss this claim as well.
234. Accordingly, the claims made in these proceedings are dismissed.