

PRE-ACTION LEGAL NOTICE OF INTENDED CLAIM

Date: 1 April 2026

To:

1. **Lutfi and Co.** Advocates and Legal Consultants,

Trade License No.103251, Tel: +971 (4) 4222555, Email: info@lutfidifc.com

Address: Dubai – UAE, O-14 Tower, 9th Floor, Offices 901 and 902 Al Abraj Street, Business Bay

2. **Ms. Harjeet Bhatia**

Emirates ID No.784-1979-4819573-5, Email: harjeet@lutfilaw.ae Mob: +971 (50) 6592505

1. INTRODUCTION

This Pre-Action Legal Notice (the “Notice”) is issued in relation to the Legal Services Agreement executed on 7 October 2024 (the “Agreement”) between Lutfi and Co. Advocates and Legal Consultants (“the Firm”) and Mr. Salah Masri.

Pursuant to the Agreement, the Firm was formally appointed to act as legal representatives for:

- Mr. Salah Masri
- Ms. Iuliia Valiullina
- The Hair Crafters Company

collectively referred to as (the “Defendants”)

in proceedings before the DIFC Courts, Court of First Instance, under case reference CFI-066-2024.

2. BACKGROUND AND FACTUAL MATRIX

2.1 Representation and Scope of Engagement

On or about 13 March 2025, the Firm was duly instructed to:

- Represent the Defendants in the above proceedings;
- Collect and review relevant documentation;
- Draft and submit pleadings and defences;
- Comply with disclosure obligations as ordered by the Court;

- Act in the best interests of the Defendants in accordance with applicable professional and legal standards.

The conduct of the matter was primarily undertaken by Ms. Harjeet Bhatia, acting on behalf of the Firm.

2.2 Conduct During Representation

During the course of representation:

- The Firm, through Ms. Harjeet Bhatia, submitted multiple pleadings and documents via the DIFC E-Registry Portal;
- Such documents were submitted without providing Mr. Salah Masri with prior review, approval, or opportunity for amendment;
- It has come to light that certain submissions appear to have been prepared using Artificial Intelligence tools, contrary to professional obligations and procedural requirements governing court submissions;
- Said conduct was undertaken without the knowledge or consent of Mr. Salah Masri or any of the other Defendants.

2.3 Termination of Representation

By written communication dated 30 August 2025, Mr. Salah Masri:

- Instructed Ms. Harjeet Bhatia to cease any further submissions to the Court; and
- Subsequently caused the removal of the Firm as legal representatives from the DIFC Court record.

2.4 Court Order and Resulting Loss

On 24 March 2026, the DIFC Court issued an order against the Defendants requiring payment to the Claimant in the amount of:

AED 350,000 (Three Hundred Fifty Thousand Dirhams)
in respect of wasted costs.

This order arose as a direct consequence of procedural and professional failures attributable to the Firm and Ms. Harjeet Bhatia.

3. BREACHES

The Firm and Ms. Harjeet Bhatia are hereby put on notice that their conduct constitutes:

- Breach of Contract under the Agreement;
- Breach of Fiduciary Duty and Trust owed to the Defendants;
- Negligence and Professional Misconduct;
- Breach of the DIFC Courts Mandatory Code of Conduct for Legal Practitioners;
- Failure to act with reasonable skill, care, diligence, and competence expected of legal professionals.

Further, the unauthorized use of Artificial Intelligence in preparing court submissions, without disclosure or client approval, constitutes a serious procedural and ethical violation.

4. LOSSES AND CLAIM

As a direct and proximate result of the above breaches, the Defendants have suffered financial loss and damage, including but not limited to:

1. Liability to pay AED 350,000 pursuant to the Court Order;
2. Legal costs paid to the Firm;
3. Reputational damage and litigation prejudice;
4. Additional costs and time incurred in rectifying the consequences of your conduct.

Accordingly, the Defendants hereby demand:

- Full indemnification in respect of the AED 350,000 Court-ordered payment;
- Full refund of all legal fees paid to the Firm;
- Any additional damages arising from your breaches.

5. DEMAND FOR REMEDY

You are hereby required to:

- Arrange payment of the full amount of AED 350,000 either:
 - Directly to the DIFC Court on behalf of the Defendants; or
 - To the Defendants as reimbursement;

- Refund all legal fees paid under the Agreement.

Deadline: Within 7 (seven) days from the date of this Notice.

6. FAILURE TO COMPLY

In the event of:

- Non-response;
- Refusal; or
- Failure to comply within the stipulated timeframe,

the Defendants shall proceed, without further notice, to initiate formal legal proceedings under Part 7 of the DIFC Court Rules against:

- Lutfi and Co. Advocates and Legal Consultants; and
- Ms. Harjeet Bhatia

for claims including (but not limited to):

- Damages for breach of contract;
- Professional negligence;
- Breach of fiduciary duty;
- Recovery of losses and costs.

7. JURISDICTION

This Notice is issued in accordance with the applicable legal framework of the Dubai International Financial Centre (DIFC), including:

Article 5(A)(1)(a) and (b) of Law No. 12 of 2004 (as amended) concerning the Judicial Authority of the DIFC Courts, which confers exclusive jurisdiction over:

- Civil and commercial claims involving DIFC establishments; and
- Claims arising out of or relating to contracts performed or concluded within the DIFC.

8. RESERVATION OF RIGHTS

All rights, remedies, and causes of action available to the Defendants are hereby expressly reserved.

Yours faithfully,
Mr. Salah Masri
(On behalf of himself, Ms. Iuliia Valiullina)

A handwritten signature in Arabic script, which appears to read 'صلاح' (Salah).

Salah Masri



NTS-6609130426-0154



I, Tayma Tayfour, Notary Officer, hereby certify that the attached document is a true and accurate copy of the digital document provided to me. This certification is based on the digital copy presented, and I have not verified it against an original document. This certification is made to the best of my knowledge and belief and in accordance with the DIFC Courts Notary Service Regulations.

Notary Officer: Tayma Tayfour
Designation: Notary Officer

Date: 1-Apr-2026

Number of pages in full document: 6 pages

Salah Masri



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