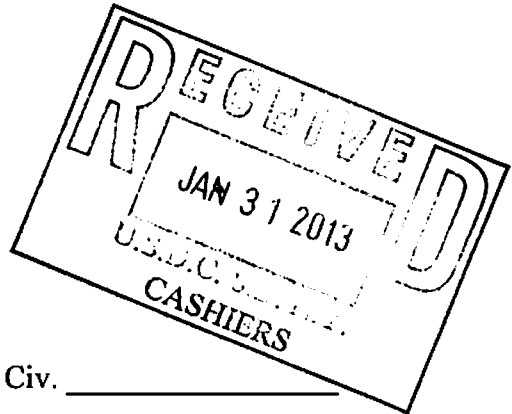


JUDGE NATHAN

13 CIV 700

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK  
-----X



MONT BLANC TRADING LTD.,

Petitioner/Plaintiff,

13 Civ. \_\_\_\_\_

- against -

**PETITION FOR RECOGNITION  
AND ENFORCEMENT OF A  
FOREIGN JUDGMENT**

ZAHID ALI KHAN  
and Z2 GROUP FZCO,

Respondents/Defendants.

-----X

1. The Petitioner/Plaintiff, Mont Blanc Trading Ltd. (“the Petitioner”), by and through its attorneys, Wanchoo Law Offices, LLP, for its Petition against the Respondents/Defendants, Zahid Ali Khan (“Khan”) and Z2 Group FZCO (“Z2”) (“the Respondents”), seeking recognition and enforcement of a Final Arbitration Award dated January 10, 2012 rendered by the London Court of International Arbitration and confirmed by an Order of the High Court of Justice, Queen’s Bench, Commercial Court dated July 30, 2012 and Sealed as of August 15, 2012, declaring Z2 liable to the Petitioner for \$3,298,175.95, with interest being due on that sum at a rate of 2% per month, compounded monthly, and calculated on a daily basis from the date of the advance until repayment; declaring Khan

personally liable for the award; and holding the Respondents jointly and severally liable for costs of arbitration in the sum of GBP 72,055.89 (with GBP 4,090.27 being paid to the Petitioner) and for \$40,000 (less US\$10,000 paid out of security provided by the Respondents in the course of the arbitration) in the Petitioner's legal fees and expenses, pursuant to the Uniform Foreign Country Money Judgment Recognition Act (Article 53 of N.Y.C.P.L.R.) alleges as follows:

**THE PARTIES**

2. At all times relevant hereto, the Petitioner was and is an investment and trading company established under the laws of the Republic of Mauritius, It has an address at Suite 340-5 Barkly Wharf, Le Caudan Waterfront, P.O. Box 1070, Port Louis, Republic of Mauritius.
3. At all times relevant hereto, Khan was and is a national of Pakistan and a resident of the UAE. He maintains an address at P.O. Box. 86772, Villa No. 10, 13 Mosil 2 Street, Burj Dubai, UAE.
4. At all times relevant hereto, Z2 was and is a company established under the laws of the UAE jointly by the Petitioner (by its representative Dr Mohammad Zahoor) and Khan for the purposes of their joint venture. The Petitioner (in the name of its representative, Dr Zahoor) and Khan are registered as, each owning 50% of the share capital of Z2. It maintains registered office No. LB16402A85, Jebel Ali Free Zone, Dubai, UAE; and a business license address at P.O. Box 18608, Warehouse No. FZS1AA01, Jebel Ali Free Zone, Dubai, UAE.

**JURISDICTION**

5. This Court has subject matter jurisdiction over this action pursuant to N.Y. C.P.L.R. §5305(2) in that the July 30, 2012 order of the High Court of Justice, Queen's Bench Division, Commercial Court was final, conclusive and enforceable. [Khan and Z2 have each been served and no appeal has been submitted, and the time for appeal has expired.]
6. The Court has personal jurisdiction over the Respondents pursuant to CPLR §5305(2) and (3), in that Khan voluntarily appeared in the proceedings for reasons other than for the purpose of protecting property seized or threatened with seizure in the proceedings or of contesting the jurisdiction of the court over him; and the Respondents had, prior to commencement of the proceedings, agreed to submit to the jurisdiction of the foreign tribunal with respect to the subject matter involved.

**REQUEST FOR RECOGNITION OF PETITIONER'S JUDGMENT AGAINST  
THE RESPONDENTS**

7. Pursuant to the Shareholders Agreement between the parties, after a dispute arose they proceeded to resolve the dispute in an international arbitration ("Arbitration").
8. The Arbitration arose with respect to a June 17, 2005 Shareholders Agreement (as amended by a Supplemental Agreement #1 of same date) ("Shareholders Agreement") between the Petitioner and the two Respondents governing the rights and duties of the Petitioner and Khan as shareholders in Z2.

9. Arbitration was commenced on April 14, 2010 by the Petitioner filing a Request for Arbitration dated April 9, 2010, seeking repayment of sums it paid to Z2 to finance Z2's business activities and that Z2 had failed to repay, or repay with interest, in breach of the terms of the Shareholders Agreement. The Petitioner also sought recovery from Khan as guarantor under the Shareholders Agreement.
10. On or about October 25, 2010, Khan submitted his Statement of Defense and Counterclaim, denying indebtedness to the Petitioner and the existence of an enforceable guarantee and making certain counterclaims.
11. No submission was made on behalf Z2 in the Arbitration, since it was not managed or controlled independently of the parties.
12. On December 21, 2010, the Petitioner submitted its Reply and Defense to the Counterclaims and an Application for Interim Relief. At the same time, Khan submitted an Application for Security for Costs and Interim Relief.
13. During 2011, the Petitioner and Khan each submitted closing memoranda to the Arbitration tribunal and, after procedural challenges, each of them submitted a detailed Reply in relation to, respectively, Khan's counter-claims and additional or revised counter-claims and Petitioner's claims.
14. On January 10, 2012, a Final Arbitration Award was rendered by The London Court of International Arbitration declaring Z2 liable to the Petitioner for \$3,298,175.95, with interest being due on that sum at a rate of 2% per month, compounded monthly, and calculated on a daily basis

from the date of the advance until the date of repayment. Khan was declared personally liable for the sum. Both Respondents were held jointly and severally liable for costs of the arbitration in the sum of GBP 72,055.89; with GBP 4,090.27 being payable by the Respondents to the Petitioner. Finally, the Respondents were held liable for \$40,000, representing the Petitioner's legal fees and expenses incurred in the arbitration. A true and accurate copy of the Award is attached to the accompanying Declaration of John Watling as "Exhibit A."

15. On January 20, 2012, the Final Arbitration Award was corrected, in minor respects, as to certain facts, otherwise leaving undisturbed the Award. A true and accurate copy of the Corrected Award is attached to the accompanying Declaration of John Watling as "Exhibit B."
16. On July 30, 2012, the High Court of Justice, Queen's Bench Division, Commercial Court in England, ordered that the Petitioner had leave to enforce the January 10, 2012 Arbitration Award in the same manner as a Judgment or Order of the Court, and to serve Khan by mail through his solicitors. A true and accurate copy of the January 30, 2012 Order (on which Court Seal was fixed on August 15, 2012) is attached to the Declaration of John Watling as "Exhibit C."
17. The August 15 Order provided that, within twenty-two (22) days after service of it, the Respondents could apply to have it set aside.
18. On August 16, 2012, the Petitioner served Khan with the July 30, 2012 Order via hand-delivery; and attempted to serve another copy of the Order

at Khan's last known residential address in Dubai and to the last known registered business address of Z2. Delivery was rejected at both addresses.

19. No action was taken by either of the Respondents.
20. As a matter of English law, the Order is now final and cannot be set aside.
21. Despite due demand, the Respondents have failed to pay any portion of the Arbitration Award or the English Judgment.
22. Accordingly, the Petitioner has suffered damages in the approximate amount of \$12,625,576.07 as of the date of this Petition.
23. The English Judgment is a final judgment; the Order is now final and cannot be set aside.
24. None of the grounds for non-recognition set forth in C.P.L.R. §5304 exist with respect to this Petition.
25. This Petition satisfies all the requirements of Article 53 of the C.P.L.R.

WHEREFORE, the Petitioner prays that:

This Court enter and Order pursuant to New York's Uniform Foreign Money Judgment Recognition Act, codified in New York's C.P.L.R. Article 53, recognizing and confirming the English Order rendered in favor of the Petitioner and against the Respondents as a judgment of this Court;

This Court enter judgment against the Respondents in an amount not less than \$12,625,576.07;

This Court grant the Petitioner any and all other relief that it deems just and proper.

Dated: New York, New York  
January 31, 2013

Respectfully submitted

By: Rahul Wanchoo

Rahul Wanchoo

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*Attorneys for Petitioner,  
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