

25 May 2021

BY COURIER/REGISTERED POST WITH A/D

Mr. Saqeb Mahbub
Barrister-at-Law
Mahbub & Company
Flat-E1, House-37
Road 12/A Dhanmondi
Dhaka-1209

Re: Your legal notice dated 28.01.2020 issued on behalf of your client, Free Willi Ltd., represented by its Managing Director Mr. Jeremy Guy Peter Williman

Dear Sir,

Our client, Mr. Adam Tamizi Haque of Haque Group Industries (hereinafter referred to as "our client") has instructed us to write to you as follows:

1. Through your notice dated 28.01.2020, your client claimed a total amount of USD 4,973,046/- (approximately Tk. 42,18,80,600/-) as damages and compensation from our client alleging violations of the terms and conditions of Tenancy Contract bearing No. AC-LXT-JL-10-V3R dated 22.08.2019.
2. At the time, we replied by a reply dated 17.02.2020 on behalf of our client stating that, without admitting any of the allegations contained in your notice, including any liability therefor, the matters raised in your legal notice having allegedly occurred in Dubai, United Arab Emirates, they were amenable to resolution in the Dubai governed by applicable foreign law; that accordingly, the laws and courts of Bangladesh had no connection with the matter; and that our client has already instructed counsel in Dubai to take appropriate legal action in the matter, from whom your client would have heard in due course.
3. The subject matter of your legal notice was ultimately litigated in Law Suit No. 02/07100/2020 filed by our client and Law Suit No. 02/08830/2020 filed by your client before the competent Court in Dubai. The said suits were disposed of by a common judgement dated 26.04.2021. The suit filed by our client was decreed in his favour, and your client was directed to refund AED 40,000/- to our client and return movables that were owned by our client or a further amount of AED 100,000/-, while the suit filed by your client was dismissed.
4. It may be noted that Mr. Jeremy Guy Peter William ("Mr. Williman") and our client had earlier entered into an agreement for the sale and purchase of the property in



question by executing the Agreement for the Sale and Purchase of the Entire issued Share Capital of Free Willi Ltd. dated 15.07.2018 ("the Sale Purchase Agreement"), and the Tenancy Agreement was meant to cover the period of our client's occupation of the property until such sale and purchaser was completed.

5. Clause 11 of the Sale Purchase Agreement provided that the information relating to the provisions of, and negotiations leading to the Sale Purchase Agreement, would be deemed as confidential information and neither party to the Sale Purchase Agreement would disclose such information to any person except when (i) required under the law or by stock exchange or any regulatory, government or antitrust body; (ii) disclosure was of information which was lawfully in the possession of the party disclosing it; (iii) disclosure was of information which was previously publicly available; and (iv) disclosure was required for the purpose of any arbitral or judicial proceedings arising out of the said agreement.
6. In breach of Clause 11 of the Sale Purchase Agreement, your client caused the issuance of the legal notice dated 28.01.2020 to be circulated in the public through online newspapers in Bangladesh, having a serious detrimental effect on our client's reputation. Our client refrained from taking any action in this regard at the time since he had referred the matter to legal action in Dubai, the outcome of which now vindicates the position of our client and establishes the false, frivolous and vexatious nature your client's claims.

In the premises, we have been instructed to request you, as we hereby do, to advise your client to immediately cause publication of an apology in at least two well circulated newspapers in Bangladesh apologizing for having made such false, frivolous and vexatious claim within 2 (two) weeks of receipt. Should your client ignore such advice, we have instructions to initiate appropriate action against him for defamation.

A copy of this notice is kept in our office for future reference, if required.

Thanking you

Yours faithfully,



Mustafizur Rahman Khan
Barrister-at-Law
Advocate, Supreme Court of Bangladesh