



Neutral Citation Number: [2026] CIGC (FSD) 52

IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO: FSD 95 OF 2025 (DDJ)

BETWEEN:

(1) HUNGERSTATION HOLDING LIMITED
(2) HUNGERSTATION LLC

PLAINTIFFS

AND

NINJA HOLDING

DEFENDANT

Before: The Hon. Justice David Doyle

Appearances: Matthew Bradley KC instructed by Nick Dunne and Charlotte Raynor of Walkers
(Cayman) LLP

Philip Marshall KC instructed by Jonathon Milne and Jordan McErlean of Conyers
Dill & Pearman LLP for the Plaintiffs

Heard: 26 May 2026

Draft Judgment
Circulated: 30 June 2026

Judgment delivered: 2 July 2026

Determination in respect of a summons for further and better particulars and the production of documents referred to in a pleading

JUDGMENT

Introduction

1. In this case the Plaintiffs requested certain further and better particulars of the Defence and the Defendant responded but the Plaintiffs were not content with the response.
2. The Plaintiffs then filed a summons dated 13 February 2026 seeking a “further response with full and complete information” and the production of documents “identified in answer to the Plaintiffs’ requests” (the “Summons”).
3. One of the main grounds for the application was that the Defendant’s response was “inadequate, incomplete, and failed to provide the particulars required which are relevant and necessary to enable the Plaintiffs to understand the Defence and/or clarify the same and/or enable the Plaintiffs properly to prepare their Reply” (paragraph b) page 2 of the Summons).
4. I now turn to consider the pleadings, the request for further and better particulars and the Summons.

The Statement of Claim

5. In my judgment delivered on 15 October 2025 from [19] onwards I endeavoured to set out the picture painted in the Statement of Claim. The pleading alleges breaches of various duties by Ibrahim Al-Jassim (“Mr Al-Jassim”), although he is not a defendant. Section D of the pleading alleges that Mr Al-Jassim embarked on an illicit plan to compete with the Plaintiffs using the Defendant. It is pleaded that it can be inferred that Mr Al-Jassim directly or indirectly:

- (1) founded the Defendant;
- (2) and/or owns and/or controls the Defendant;

- (3) and/or is the de facto chief executive officer and a de facto director of the Defendant;
 - (4) further or alternatively became involved in the Defendant; and
 - (5) further or alternatively acquired an interest in the Defendant.
6. There is reference to a conspiracy between the Defendant and Ibrahim Mohammed Al-Jassim (referred to by the Plaintiffs as “Cousin Ibrahim” and by the Defendant as “Ibrahim”) “with the involvement of Mr Al-Jassim”.
7. The pleading refers to unlawful means conspiracy and it is said that “Intention to injure is to be inferred”. There is also reference to dishonest assistance.

The Defence

8. In its Defence, the Defendant says that the core complaints in the Statement of Claim are that:
- (1) the Defendant operates a business in the Kingdom of Saudi Arabia (“KSA”) which competes with the business of Hungerstation LLC in the KSA;
 - (2) the Defendant is owned and/or controlled by Mr Al-Jassim;
 - (3) Mr Al-Jassim uses the Defendant as a vehicle to breach various obligations and duties that he is alleged to owe to the Plaintiffs.
9. It is said that the Defendant has knowingly conspired to cause loss to the Plaintiffs by unlawful means.
10. The Defendant says that these core allegations are fundamentally misconceived for three reasons.
11. First, the Defendant does not operate any business and cannot compete with Hungerstation LLC:

- (1) the Defendant was incorporated in the Cayman Islands on 1 February 2022. Mr Hani Ali Abdullatif Abdulhadi, Mr Canberk Donmez and Ibrahim were appointed as its three directors and remain the current directors;
 - (2) the Defendant does not and cannot compete with Hungerstation LLC because:
 - (a) it has no assets save for a small reserve of cash. It does not own any share capital, equity interest, or any other kind of ownership or controlling stake in any other entity or business whether in the KSA, or anywhere in the world;
 - (b) it has no liabilities or creditors;
 - (c) it has no employees;
 - (d) it does not operate any trade or business in any jurisdiction, nor does it own or control any business (paragraph 5(b) of the Defence).
12. Second, the Plaintiffs refer to an entity as “Ninja Holding” and “Ninja” but that entity, says the Defendant, is not the Defendant to these proceedings.
13. At paragraph 7 of the Defence it is stated:
- (a) the entity to which the Plaintiffs refer is not and cannot be the Defendant because it operates no business (whether in the KSA or otherwise);
 - (b) in the event that the Plaintiffs are in fact referring to some other entity which operates in the KSA, such entity is not owned or controlled by the Defendant and is not within the same corporate group as the Defendant. In fact:
 - (i) the entire issued share capital of the Defendant is (and has been since its incorporation) owned by a company incorporated in the Cayman Islands called Ninja Ltd;
 - (ii) the entire issued share capital of Ninja Ltd is owned by (i) Ibrahim; (ii) Mr Canberk Donmez; and (iii) Mr Hani Ali Abdullatif Abdulhadi;

- (iii) Ninja Ltd does not own, hold or otherwise control any operating business in any jurisdiction, including in the KSA;
 - (iv) the Defendant holds no assets and in particular holds no interests of any description in any entity or business in the KSA.
- 14. It is said that the Defendant is wholly unrelated to any entity which the Plaintiffs allege competes with Hungerstation LLC in the KSA.
- 15. Third, Mr Al-Jassim has no connection whatsoever with the Defendant.
- 16. The Defendant says that there is no basis for the pleas that it is, or has been, involved in any way with the wrongdoing which Mr Al-Jassim is alleged to have committed to which the Defendant is in no position to admit or deny. The Defendant avers that:
 - (1) Mr Al-Jassim is not (and never has been) a director or shareholder of the Defendant and does not have (and never has had) any direct or indirect legal or beneficial interest in the Defendant nor has he occupied any such role on a “shadow basis”;
 - (2) Mr Al-Jassim has no influence or control over any matters pertaining to the Defendant which is “essentially a shell company”.
- 17. The Defendant denies that it or any of its directors have ever been involved in any discussions to raise funds in the form of the “Ninja Funding Round” (as defined in paragraph 16.2 of the Statement of Claim).
- 18. The Defendant says that the Plaintiffs have no claim against it. The Defendant adds that it is wholly unconnected with the allegations made in the Statement of Claim as to Mr Al-Jassim and business operations in the KSA alleged to be in competition with the Plaintiffs.

The Requests

19. By Request for Further and Better Particulars of the Defence dated 30 December 2025 (“RFBPs”) the Plaintiffs sought further detail in respect of paragraph 5(b) and 7(b) (i) of the Defence.
20. Request 1 refers to paragraph 6 of the first affidavit of Hani Abdulhadi sworn on 23 May 2025 (the “First Affidavit”) and the reference to “Ninja Cayman [the Defendant] has provided loans to various companies in KSA and the Gulf region” and asks for details as to past assets and/or liabilities and full particulars of such loans and how the Defendant was able to make the interim payment of US\$100,000.
21. Request 2 requests confirmation of (a) the precise business reason for the incorporation of the Defendant and Ninja Ltd and (b) on whose instructions the same were incorporated and if by an agent, the identity of the principal.
22. Request 3 requests details of the statement at paragraph 6 of the First Affidavit that the Defendant “does not currently trade or control any businesses at all”, in particular details in respect of the time between the date of the Defendant’s formation and the date of the First Affidavit.
23. Request 4 relates to an email dated 28 May 2025 from the Defendant’s legal representatives to the Plaintiffs “your clients have in fact made no criticism of our client for being involved in any form of fund-raising nor is the fact of fund-raising one of the allegations that your clients level in their “Claims Against Ninja” section of the Statement of Claim” and “[o]ur client’s case is that it does not operate said business beyond the provisions of loans and has no subsidiaries”.
24. Request 4 requests the provision of full particulars as to any fund-raising in which the Defendant has been involved, in any capacity whatsoever at any time since its formation, including the intended purpose of such fund-raising and the intended beneficiaries.
25. Requests 5-8 are put under the heading “Under paragraph 7(b)(i)”.
26. Request 5 is for copies of the beneficial ownership registers for both the Defendant and Ninja Ltd.
27. Request 6 requests confirmation of what percentages of shares in Ninja Ltd are held by each of Ibrahim, Dr Abdulhadi and Mr Donmez.

28. Request 7 requests confirmation as to whether there have been any changes to the register of members and/or the beneficial ownership registers since the date of incorporation of both the Defendant and Ninja Ltd. Provision of copies of any and all documents evidencing any such changes and/or showing that there have been no changes of any kind is requested.
29. Request 8 seeks confirmation as to whether there are any arrangements (i.e. by side letter, separate agreement or otherwise) that have an impact on who has the ultimate beneficial interest in the Defendant and/or Ninja Ltd and requests copies of any and all documents evidencing any such arrangements.
30. I note the responses which were said to be delivered on 30 January 2026.

Summons

31. By the Summons the Plaintiffs sought the following orders:
- (1) Pursuant to GCR O18 r12(2) the Defendant shall within 7 days serve a further response with full and complete information in response to requests 1, 2, 3, 4, 6, 7 and 8 of the RFBPs such particulars to be verified by an affidavit.
 - (2) “The Plaintiff (presumably a typographical error for Defendant) shall produce the documents pursuant to GCR Order 24, r11 or otherwise within seven (7) days of the date of the Court’s Order identified in answer to the Plaintiff’s requests pursuant to GCR Order 24, rule 10 (1) in the RFBPs”.
 - (3) The Plaintiffs shall file their Reply within 21 days of receipt of the Affidavit and any exhibited materials.
32. The Plaintiffs at b) of the “Grounds” says that the Defendant has “failed to provide the particulars required which are relevant and necessary to enable the Plaintiffs to understand the Defence and/or clarify the same and/or to enable the Plaintiffs properly to prepare their Reply.”

Submissions

33. I have considered the written and oral submissions placed before the court.

Law

34. I have considered the relevant law helpfully outlined in the skeleton arguments.

Determination

35. Under O18 r12 (1) of the GCR every pleading must contain the necessary particulars of any claim, defence or other matter pleaded.

36. Under O18 r12 (2) of the GCR the court may order a party to serve on any other party particulars of any claim, defence or other matter stated in that party's pleading.

37. The requirement to give particulars reflects the overriding principle that the litigation between the parties, and particularly the trial, should be conducted fairly, openly, without surprises and, as far as possible to minimise costs.

38. The function of particulars is:

- (1) to inform the other side of the nature of the case they have to meet as distinguished from the mode in which that case is to be proved;
- (2) to prevent the other side being taken by surprise at trial;
- (3) to enable the other side to know with what evidence ought to be prepared and to prepare for trial;
- (4) to limit the generality of the pleadings;
- (5) to limit and define the issues to be tried, and as to which discovery is required;

- (6) to tie the hands of the party so he cannot without leave go into matters not included.
39. The purpose of pleadings is not to play a game at the expense of the litigants but to enable the opposing party to know the case against him.
40. There is a tendency to forget the basic purpose and seek particulars which are not necessary when in truth each party knows the other's case.
41. As a rule, particulars will not be ordered of allegations as to which the burden of proof lies on the applicant.
42. A pleader must deal specifically with every allegation of fact made by his opponent – that is he must either admit it frankly or deny it boldly.
43. Mr Marshall KC in his oral submissions stressed in effect that the Defendant only pleads to the present position and does not plead as to the past position from the date of its incorporation to the date of its Defence. Mr Marshall stressed that paragraph 16 of the Statement of Claim refers to the time since the Defendant's incorporation on 1 February 2022. It does but it also pleads in the present tense “which is in competition”. Moreover it is not correct to state that the Defence only pleads in the present tense. Paragraph 8 of the Defence plainly pleads that there is no basis for the pleas in the Statement of Claim that the Defendant “is, or has been, involved in any way with the wrongdoing which Mr Al-Jassim is alleged to have committed ...”. Paragraph 8(a) of the Defence plainly pleads that Mr Al-Jassim “is not (and never has been) a director of” the Defendant and “is not (and never has been) a shareholder” and “does not (and never has had) any direct or indirect legal or beneficial interest in either Ninja Cayman [the Defendant] or Ninja Ltd, nor has he occupied any such role on a “shadow basis”.” The Defendant's position could not be clearer.
44. Mr Bradley KC also refers to the position in the past tense being covered at, for example, paragraph 21(a) “Mr Al-Jassim has never had any connection with, nor influence or say in, Ninja Cayman”, paragraph 23(a) “Neither Ninja Cayman, Ninja Ltd, or the directors of Ninja Cayman are or have ever been involved in any discussions to raise funds in the form of the “Ninja Funding Round” (as defined in paragraph 16.2) or otherwise for Ninja Cayman”, paragraph 23(b) “Ninja Cayman has never been involved in any discussions or arrangements with Riyadh Capital in order to raise finance for Ninja Cayman, and Ninja Cayman has not instructed Riyadh Capital in connection with any such

exercise”, paragraph 31 “Mr Numan has no connection with Ninja Cayman and is not, and has never been, an employee of Ninja Cayman; and Ninja Cayman has never been provided with any confidential information as described in the Statement of Claim or otherwise pertaining to the Plaintiffs.”

45. At paragraph 38 of the Defence it is pleaded that:

“The Plaintiffs have no claim against Ninja Cayman, which is wholly unconnected with the allegations made in the Statement of Claim as to Mr Al-Jassim and business operations in the KSA alleged to be in competition with the Plaintiffs.”

46. The Defendant has addressed the core allegations of the Plaintiffs and the Plaintiffs can be in no genuine doubt as to what defence the Defendant is running.

47. Mr Marshall sought to find help in the overriding objective and general case management issues. I did not find Mr Marshall’s submissions that the parties should in effect be put on an equal footing insofar as information is concerned or his submissions in effect that the information is needed to ensure that all proper parties are before the court at an early stage persuasive. The burden is on the Plaintiffs to prove their case. It may be that they will be assisted on discovery or in cross-examination but the Plaintiffs’ over zealous pursuit of further information at this stage is not appropriate or permissible. The main requests appear to arise on the contents of an affidavit previously filed and on email exchanges between the attorneys. These do not found a proper foundation for appropriate requests for particulars in respect of a pleading.

48. In respect of Request 1 nothing further should be ordered. Mr Marshall appeared to accept that the reference to “Historic Loans” was not a reference in a pleading to a document. He added that if I was to order particulars under this request I could also order (pursuant he says to Order 18 rule 12(2) “on such terms as the Court thinks just”) that they be provided by way of the actual documents being provided. I do not order any further particulars under Request 1. They are not justified. The Plaintiffs are simply prematurely fishing about for information and documents. Request 1 is not a legitimate request of particulars arising on the pleading. They are relying on paragraph 6 of Mr Abdulhadi’s affidavit. They are not seeking and cannot seek, pursuant to the Summons, further and better particulars of a paragraph in an affidavit.

49. In respect of Request 2 nothing further should be ordered.

50. In respect of Request 3 nothing further should be ordered.
51. In respect of Request 4 nothing further should be ordered.
52. Request 5 is no longer pursued.
53. In respect of Request 6 Mr Marshall accepted that the registers had been provided. The percentage of the shares should in any event be apparent from the register of members, which has also been supplied. Mr Marshall appeared to argue that what they were after was what was “substantially” held and whether beneficially or legally. That is not how Request 6 reads. Nothing further should be ordered in respect of Request 6.
54. Request 7 is no longer pursued.
55. Nothing further should be ordered in respect of Request 8. The Plaintiffs are again fishing about for documents that may or may not be in existence. Relevant documents will no doubt be produced on discovery.
56. Stepping back from the detailed arguments on the pleadings and the requests I do not think that based on the pleadings the Plaintiffs can be in any doubt as to what the Defendant’s defence is. It is crystal clear. The Defendant denies that it has been involved in any wrongdoing. It says in effect “You have got the wrong entity. There is nothing to see here. We are not connected with Mr Al-Jassim. You are very much proceeding against the wrong entity”.
57. The burden is on the Plaintiffs to prove their case.
58. The Defendant puts the position well in its skeleton argument dated 20 May 2026:

“... the essential nature of Ninja Holdings’ Defence is not one of fine nuances, still less rocket science. It permits of no ambiguity, and Hungerstation knows perfectly well the case they have to meet, if they are to persist with their claim in this jurisdiction” (paragraph 10).

“Ninja Holdings’ case here is of almost unique simplicity: this is a case of mistaken identity and Hungerstation have targeted the wrong entity. That case is plainly adumbrated in the

Defence, and there can be no doubt on the part of Hungerstation that what they have to do is prove that it is in fact the right entity. It is hard to see what further clarity could possibly be brought to, less still explanation required of, such a straightforward position. It could not be any more obvious.”

59. The Plaintiffs appear to be fishing about for information that may support their case against the Defendant or others. They are in effect seeking an opportunity to conduct early cross-examination on paper.
60. The Plaintiffs do not need the particulars to understand the Defendant’s Defence or to prepare their Reply.
61. For these reasons I do not make any orders requiring the Defendant to give further and better particulars of its Defence.

Costs

62. I would be minded to order costs against the Plaintiffs in respect of their unsuccessful Summons. If that is opposed the Plaintiffs should file and serve within 14 days of the delivery of this judgment concise (no more than 5 pages) written submissions and the Defendant has 10 days thereafter to file and serve concise (no more than 5 pages) written submissions in response.

Order

63. The attorneys should within 7 days of the delivery of this judgment email to my PA a draft order (agreed as to content and form) reflecting the determinations contained in this judgment.

David Doyle

THE HON. JUSTICE DAVID DOYLE
JUDGE OF THE GRAND COURT