

**From:** Law Office of Steven K. Hayes <shayes@stevehayeslaw.com>  
**Sent:** Friday, July 4, 2025 2:07 PM  
**To:** shayes@stevehayeslaw.com  
**Subject:** Second Court Newsletter: Happy Fourth of July, and New Case Summaries

July 4, 2025

Dear Friends:

Happy Fourth of July! I hope everyone is well into celebrating all the things that make this Country great—including its judicial system. Fittingly, the Court issued an opinion this week which explored this Country's commitment to Due Process and how other systems do not necessarily measure up.

***Recent opinions issued by the Court in civil cases cover the following issues***

- Foreign Judgments (Due Process, Notice, Public Policy)
- Juvenile (Abuse of Discretion, Evidentiary Insufficiency, Conclusory Evidence, Master File Review)
- Plea to the Jurisdiction (Governmental Immunity, Breach of Contract, Timeliness, Damages, Promissory Estoppel, Pleading)
- Premises Liability (Summary Judgment, No Evidence, Unreasonable Risk of Harm)

**Recent opinions issued by the Court in civil cases cover the following issues (footnotes omitted in all summaries unless otherwise stated. All names in suits involving minors are aliases unless otherwise noted):**

***Foreign Judgments (Due Process, Notice, Public Policy):*** *CSHK Dubai Contracting LLC v. Sadrudden Enayat Ali*, No. 02-24-00209-CV—“This dispute—which spans multiple decades, continents, and court systems—arises out of Appellant CSHK Dubai Contracting LLC’s contract with Trident International Holdings FZCO... to build a residential tower in Dubai.... After a dispute arose between CSHK and Trident regarding Trident’s payments under the contract, CSHK initiated several legal proceedings in Dubai against Trident and Trident’s founders, Appellees Sadruddin Enayat Ali, Abdul Sultan Jamal, and Wazir Ali Daridia.... Ultimately, CSHK obtained a judgment (the Dubai Judgment) from a Dubai court awarding it AED... 182,887,998.37 (roughly \$50 million). Because Appellees resided in Texas following the entry of the Dubai Judgment, CSHK filed a lawsuit in the Texas trial court asking that the court recognize the Dubai Judgment under the Uniform Foreign-Country Money Judgments Recognition Act (the Act). See Tex. Civ. Prac. & Rem. Code Ann. § 36A.001 et seq. CSHK later filed a motion for summary judgment on its request for recognition of the Dubai Judgment, while Appellees filed a motion for nonrecognition of the Dubai Judgment. After conducting a hearing on the respective motions, the trial court signed an order denying CSHK’s petition for recognition and granting Appellees’ motion for nonrecognition.

In one issue on appeal—which can be divided into two subissues, the latter of which can be divided into four parts—CSHK argues that the trial court erred by holding that Appellees carried their burden under the Act to show that (1) Dubai’s judicial system as a whole does not comply with basic due-process requirements, and (2) the specific Dubai proceedings (a) raised substantial doubt about the integrity of the court rendering the Dubai Judgment, (b) were not compatible with the requirements of due process, (c) provided inadequate notice to Appellees, and (d) conflicted with the public policy of Texas and the United States. We will hold that the specific Dubai proceedings raised substantial doubt about the integrity of the court rendering the Dubai Judgment,

were not compatible with the requirements of due process, and provided inadequate notice to Appellees. Because of that holding, we need not address the trial court's ruling that the specific Dubai proceedings conflicted with the public policy of Texas and the United States, nor need we address the trial court's ruling that Dubai's judicial system as a whole does not comply with basic due-process requirements. See Tex. R. App. P. 47.1. Accordingly, we will affirm."

***Juvenile (Abuse of Discretion, Evidentiary Insufficiency, Conclusory Evidence, Master File Review):*** *T.J.*, No. 02-24-00530-CV—"Appellant T.J. appeals the juvenile court's decision to transfer him to the Institutional Division of the Texas Department of Criminal Justice to complete his 10-year sentence for capital murder. See Tex. Fam. Code Ann. § 54.04(d)(3)(A)(i). T.J. contends in his sole point that insufficient evidence supports the juvenile court's ruling. We disagree and affirm the juvenile court's transfer order....On appeal, T.J. argues—and correctly so—that at the transfer hearing, his counsel presented evidence and arguments favorable to him. But as the factfinder, the juvenile court could have given this favorable evidence little or no weight and could have given considerable weight to the ample unfavorable evidence outlined above.... Because the presence of unfavorable evidence supports the juvenile court's ruling, we hold that the juvenile court did not abuse its discretion....We reject T.J.'s first argument that Krall's recommendation was conclusory [since he was cross-examined "at length about the basis of his opinion...[and] the juvenile court judge questions Krall about his recommendation," which followed Krall's review of the master file "which was admitted into evidence along with its 1,000-plus pages...and its seven-page summary explaining" the recommendation] and lacked evidentiary support or explanation....We reject T.J.'s second argument that the juvenile court was prohibited from reviewing the master file prior to the hearing [which it showed it did by drawing on information solely contained within the master file] and had failed to review it prior to ruling."

***Plea to the Jurisdiction (Governmental Immunity, Breach of Contract, Timeliness, Damages, Promissory Estoppel, Pleading):*** *Nortex Regional Planning Commission v. Bellevue*, No. 02-24-00498-CV—"This interlocutory appeal follows the trial court's denial of Appellant Nortex Regional Planning Commission's (Nortex) plea to the jurisdiction. See Tex. Civ. Prac. & Rem. Code Ann. § 51.014(a)(8).

In two issues, Nortex asserts that the trial court erred by denying its plea to the jurisdiction on Appellee City of Bellevue's (Bellevue) claims of breach of contract and promissory estoppel. Because there was no waiver of immunity on the breach-of-contract claim and because the promissory-estoppel claim is barred by Section 271.152 of the Texas Local Government Code, Nortex is immune from suit due to governmental immunity. See Tex. Loc. Gov't Code Ann. § 271.152. Thus, the trial court erred by denying Nortex's plea to the jurisdiction on both claims. We therefore reverse the trial court's order and render judgment granting Nortex's plea to the jurisdiction....In its plea to the jurisdiction, Nortex challenged the sufficiency of Bellevue's pleadings, stating that "[e]ach of [Bellevue]'s claims [were] fatally flawed and deficient as pled." On appeal, Nortex claims that the trial court erred by denying Nortex's plea to the jurisdiction on Bellevue's breach-of-contract and promissory-estoppel claims. Because Bellevue's pleadings affirmatively negate jurisdiction, we agree."

- ***Contract (Timeliness, Damages):*** "Nortex contends that the trial court erred by denying its plea to the jurisdiction on Bellevue's breach-of-contract claim because the \$275,000 sought as damages did not fit within Sections 271.152 and 271.153's limited scope of waiver. See Tex. Loc. Gov't Code Ann. §§ 271.152–.153. We agree....Bellevue's pleadings alleging that Nortex failed to perform its contractual obligations—by failing to submit an acceptable environmental review packet in a timely and correct manner—are inconsistent with the record before us and affirmatively negate the existence of jurisdiction. Bellevue was required to present a substantial claim that meets the waiver requirements of Section 271.152. See Zachry, 449 S.W.3d at 110; see also Tex. Loc. Gov't Code Ann. § 271.152. The record lacks at least some evidentiary support for Bellevue's breach-of-contract claim....Looking to the contract, there is no provision that requires Nortex to submit an environmental review packet by a certain date. In fact, Bellevue's contention is undermined by the contract's provision that states, "[A]ll of the services

required and performed hereunder shall be completed no later than sixty days (60) after TDA contract end date for this project.” Because the grant was terminated, TDA never set a contract end date for the project. Thus, without a deadline for Nortex’s submission of the environmental review packets, Nortex appears to have complied with the contract by completing an acceptable environmental review packet before an end date set by TDA. Taking the allegations as true, Bellevue’s breach-of-contract claim has no basis in law to survive the substantiality requirements” required by law. “Even assuming arguendo that there was a breach of the contract, we strain to see a viable claim for damages that would be permissible under Section 271.153. See Tex. Loc. Gov’t Code Ann. § 271.153. While amounts ‘due and owed’... and amounts that are ‘a direct result of owner-caused delays or acceleration’...are recoverable, Bellevue’s sought-after damages appear to be beyond this narrow scope....it is difficult to imagine how Bellevue’s contracting with a third-party contractor [who was to perform water and sewer improvements subject to the grant] would be the natural and necessary result from Nortex’s failure to submit a timely and correct environmental review packet....If anything, Nortex’s failure to timely and correctly submit the packet would likely have caused Bellevue to refrain from contracting with a third-party contractor until the packet received clearance from TDA.” Furthermore, “it seems that Bellevue is alleging, in substance, that its decision to contract with the third-party contractor was premised on its reliance on Nortex’s oral representations.... This promissory-estoppel claim appears to be masquerading as a breach-of-contract claim.”

- **Promissory Estoppel:** “In Nortex’s second issue, it complains that the trial court erred by denying its plea to the jurisdiction on Bellevue’s promissory-estoppel claim. Because Bellevue’s promissory-estoppel claim does not satisfy the writing requirement of Section 271.152, governmental immunity also bars Bellevue’s promissory-estoppel claim. See Tex. Loc. Gov’t Code Ann. § 271.152.”

**Premises Liability (Summary Judgment, No Evidence, Unreasonable Risk of Harm):** *Fasel v. Airborne Sports NRH*, No. 02-24-00333-CV—“In this premises-liability case, Appellant Michael Fasel, as next friend and parent of his daughter B.F., a minor child, appeals the trial court’s order granting summary judgment in favor of Appellees Airborne Sports NRH, LLC d/b/a Airborne Sports and Williams Entertainment Group, LLC d/b/a Lewisville Fun, Airborne Sports, LLC, Airborne Lewisville, Golden Axe Lewisville, and Labyrinth Lewisville.... Because Fasel offered no evidence to support his claim that a protruding bolt on Airborne Sports’ premises [to wit, an exposed screw on a tetherball (which hung in an obstacle course) that allegedly struck B.F. when her sister let go of the ball] created an unreasonable risk of harm to B.F., we will affirm.”

All for now. Y'all stay safe and well. Have a great weekend!

Yours,

Steve Hayes  
Law Office of Steven K. Hayes  
777 Main Street, Suite 340  
Fort Worth, Texas 76102  
[shayes@stevehayeslaw.com](mailto:shayes@stevehayeslaw.com); 817/371-8759; [www.stevhayeslaw.com](http://www.stevhayeslaw.com)

Law Office of Steven K. Hayes | 777 Main Street Suite 600 | Fort Worth, TX 76102 US

[Unsubscribe](#) | [Update Profile](#) | [Constant Contact Data Notice](#)

