THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

In the name of His Highness Sheikh Mohammed Bin Rashid Al Maktoum,Ruler of Dubai

IN THE SMALL CLAIMS TRIBUNAL

BEFORE SCT JUDGE NASSIR AL NASSER

BETWEEN

JABULANI FINANCIAL SERVICES LLC

Claimant

and

JULISSA CAFE

Defendant

Hearing:**10 March 2019**

Judgment:**11 March 2019**

JUDGMENT OF SCT JUDGE NASSIR AL NASSER

UPON this claim having been called for a hearing, the Claimant's representative and the Defendant attended the hearing;

AND UPON reading the submissions and evidence filed and recorded on the Court file;

IT IS HEREBY ORDERED THAT:

1. The Defendant shall pay the Claimant the sum of AED 267,438.97 from the period of 1 October 2018 to 1 January 2019

2. The Defendant shall pay the Claimant the Court Fees in the sum of AED 13,371.94.

Issued by:

Nassir Al Nasser

SCT Judge

Date of issue: 11 March 2019

At: 3pm

THE REASONS

The Parties

1. The Claimant is Jabulani Financial Services LLC (herein "the Claimant"), the, DIFC, Dubai, UAE.
2. The Defendant is Julissa Cafe (herein "the Defendant"), a tenant of the Claimant atDIFC, Dubai.

Background and the Preceding History

1. The underlying dispute arises over the tenancy contract between the parties (the "Contract"). The Contract provided that the Claimant would rent the units # 1234 234 and 567 for 3 years from 1 January 2017 to 31 December 2019 in return for AED 1,424,000.00.
2.

   The total rent of AED 1,424,000.00 consisted of the following:
3. AED 400,000/- for the First year
4. AED 512,000/- for the Second year
5. AED 512,000/- for the Third year

- On 7 January 2019, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") claiming not payment of rent in the sum of AED 267,438.97.
- The Defendant did not respond to the claim. However, attended the consultation and the hearing.
- The parties met for a Consultation with SCT Judge Maha Al Mehairi on 14 February 2019 but were unable to reach a settlement.
- A Hearing before me was scheduled on 10 March 2019. The Claimant's representative and the Defendant attended the hearing.

The Claim

7. The Claimant's case is that the Defendant breached the clause 31 and 32 of the lease by not paying the rent balance amount of AED 267,438.97 from the period of 1 October 2018 to 1 January 2019.

The Defence

1. The Defendant did not challenge the amount claimed by the Claimant in the sum of AED 267,438.97. However, the Defendant requested more time to make the payment.

Discussion

8. The Claimant's case is that the Defendant breached the clause 31 and 32 of the lease by not paying the rent balance amount of AED 267,438.97 from the period of 1 October 2018 to 1 January 2019.
9. The Defendant admitted the amount claimed by the Claimant but requested more time to arrange the money. In which the Claimant refused.
10. Therefore, the Claimant is entitled to the sum of AED 267,438.97 from the period of 1 October 2018 to 1 January 2019 pursuant to the lease agreement between the parties.

Conclusion

11. In conclusion, I find that the Defendant shall pay the Claimant the sum of AED 267,438.97 of the lease.
12. The Defendant shall also pay the Claimant the Court fee in the sum of AED 13,371.94.

Issued by:

Nassir Al Nasser

SCT Judge

Date of issue: 11 March 2019

At: 3pm