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 OF DIFC COURTS
BEFORE H.E. JUSTICE MAHA AL MHEIRI

BETWEEN

LATOYA

Claimant

and

(1) LEGLAND
(2) LEROY

Defendants

Hearing : **30 June 2022**
Judgment : **12 July 2022**

JUDGMENT OF H.E. JUSTICE MAHA AL MHEIRI

UPON this Claim being filed on 8 February 2022

AND UPON a hearing having been listed before H.E. Justice Maha Al Mheiri on 30 June 2022 at which the Claimant's representative was in attendance and the Defendants failed to appear although served notice of the Hearing

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

IT IS HEREBY ORDERED THAT:

1. The Defendants are jointly and severally liable to pay the Claimant the total sum of AED 107,124.59.

2. In addition, pursuant to DIFC Courts Practice Direction 4 of 2017, the Defendants shall pay interest on the judgment sum to the Claimant from the date of this Judgment, until the date of full payment, at the rate of 9% annually.

3. The Defendants are jointly and severally liable to pay the Claimant the Court fee in the sum of AED 5,359.88.

Issued by:
Ayesha Bin Kalban
SCT Judge and Registrar
Date of issue: 12 July 2022
At: 3pm

THE REASONS

The Parties

1. The Claimant is Latoya (hereafter "the Claimant"), a construction equipment rental company registered in Dubai, UAE.

2. The First Defendant is Legland - Umm Al Quwain (hereafter "the First Defendant"), a construction company located in Umm Al Quwain, UAE.

3. The Second Defendant is Leroy (hereafter "the Second Defendant"), a construction company located in Abu Dhabi, UAE.

Background and the Preceding History

4. The underlying dispute arises over alleged unpaid invoices pursuant to a hire agreement signed by the Claimant and the Defendants (the "Hire Agreement"), following which the Defendants failed to pay the Claimant the sums due under the Hire Agreement.

5. On 8 February 2022, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") for payment of AED 107,124.59, in addition to 9% interest on the judgment sum and Court fees.

6. The First Defendant on behalf of both Defendants, responded to the claim on 25 April 2022 indicating its intent to challenge the jurisdiction of the DIFC Courts. On 23 May 2022, I heard the parties' arguments at a Jurisdiction Hearing.

7. On 1 June 2022, the DIFC Courts issued a Jurisdiction Order determining that it has jurisdiction to determine this claim.

8. On 17 June 2022, a consultation was listed before SCT Judge Ayman Mahmoud Saey, at which the parties failed to reach an agreement.

9. On 30 June 2022, a hearing was listed before me, at which the Claimant's representative was in attendance and the Defendants' representative was absent.

10. Pursuant to Rule 53.61 of the Rules of the DIFC Courts ("RDC"), should a defendant fail to attend a listed hearing, the SCT may decide the claim on the basis of the evidence provided by the Claimant alone.

The Claim

11. The Claimant's case is that it provided equipment for the Defendants' use during the period between 2020 to 2021. The rental equipment was provided to the Defendants in different locations as requested. However, the Defendants failed to pay the Claimant for the rental of the equipment despite numerous requests.

12. The Claimant submits that, despite constant follow-up on payment, it has not received any payment for all hire invoices amounting to AED 107,124.59.

13. The Claimant also submits that all hire invoices were submitted to the Defendants' offices and were, in turn, accepted by the Defendants. However, the Defendants failed to meet their obligations by paying the invoices.

Discussion

14. Pursuant to the evidence before me, the Claimant has met its burden of proof by providing the Hire Agreements which were signed by the Defendants' representative.

15. The Claimant also filed a Statement of Account which reflects the sums owed to the Claimant by the Defendants, in the sum of AED 107,124.59.

16. The Defendants failed to attend the Hearing, pursuant to which I directed that judgment be reserved pursuant to Rule 53.61 of the RDC.

Conclusion

17. In light of the aforementioned, I find that the Defendants are jointly and severally liable to pay the Claimant the total sum of AED 107,124.59 being the payments owed for the Hire Agreement invoices.

18. The Defendants are jointly and severally liable to pay the Claimant the Court fee in the sum of AED 5,359.88.