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 SCT JUDGE NASSIR AL NASSER

BETWEEN

LOTTIE LTD

Claimant

and

LARA

Defendant

Hearing : **20 September 2020**
Judgment : **24 September 2020**

JUDGMENT OF SCT JUDGE NASSIR AL NASSER

UPON this claim being filed on 1 June 2020

AND UPON a Hearing being held before SCT Judge Nassir Al Nasser on 20 September 2020 with the Claimant's representative and the Defendant's representative in attendance

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 219,169.92 plus interest at the rate of 9% per annum from the date of this Judgment until the date of full payment.

2. The Defendant shall pay the Claimant the Court fees in the sum of AED 10,958.49.

Issued by:
Nassir Al Nasser
SCT Judge
Date of issue: 24 September 2020
At: 2pm

THE REASONS

The Parties

1. The Claimant is LOTTIE LTD (Abu Dhabi Branch) (the "Claimant"), a company registered in Abu Dhabi, UAE.

2. The Defendant is LARA (the "Defendant"), a company registered in Dubai, UAE.

Background and the Preceding History

1. The underlying dispute is in regards to the alleged non-payment of invoices issued to the Defendant by the Claimant pursuant to Hire Agreements dated 30 July 2019, 1 September 2019 and 3 September 2019 (the "Agreements") in the total amount of AED 219,169.92 (including VAT).

2. On 6 August 2020, the Defendant filed an Acknowledgment of Service with an intention to defend all of the claim.

3. Thereafter, in accordance with the Rules of the DIFC Courts in regards to claims filed in the DIFC Courts' Small Claims Tribunal (the "SCT"), a Consultation was held before SCT Judge Maha Al Mehairi with both parties' representatives in attendance. The parties failed to reach a settlement.

4. A Hearing was then held before me on 20 September 2020, and the matter was then reserved for judgment, which I give below.

The Claim

5. The Claimant's case is that it entered into a Hire Agreement on 30 July 2019, 1 September 2019 and 3 September 2019 (the "Agreements"), pursuant to which the Defendant hired equipment from the Claimant and effectively agreed to the Claimant's terms and conditions. The Claimant

fulfilled its obligations under the Agreements by delivering the required equipment to the Defendant, which the Defendant confirms it duly received.

6. The Claimant therefore submits that it is entitled to the sums owed to it pursuant to the Agreements, in the amount of AED AED 219,169.92 (including VAT).

The Defence

7. The Defendant, in the course of the Hearing, submits that the equipment provided by the Claimant was faulty and thus prevented the Defendant from completing the work for which it had hired this equipment. In addition, the Defendant confirmed that the off-hire date was also as per the Agreements.

8. The Defendant, however, failed to provide any evidence of the arguments it made during the Hearing.

Finding

9. The relevant clause under the Agreements reads as follows:

> "Payment Terms
>
> Pursuant to clause 15 (cost and expenses) we calculate our invoices based on a thirty (30) day month. You should draw any cheque in the name of LOTTIE LTD. You must notify us about any discrepancies or disputes regarding our invoices, it should be notified to us in writing within 7 days from the date the invoice was issued."

10. The Defendant failed to provide any evidence in writing that it had challenged any of the Claimant's invoices and has also failed to submit any evidence to support its submissions as made in the Hearing.

Conclusion

11. In light of the above, I find that the Defendant is liable to pay the Claimant pursuant to the Agreements and the invoices issued in the sum of AED 219,169.92, plus interest at the rate of 9% per annum from the date of this Judgment until the date of full payment pursuant to Practice Direction No. 4 of 2017.

12. I also find that the Defendant shall pay the Claimant the Court fees in the sum of AED 10,958.49.

Issued by:
Nassir Al Nasser
SCT Judge
Date of issue: 24 September 2020
At: 2pm