Claim No. SCT 130/2020 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 LEUFA LLC Claimant and LUCAE PIPING COMPANY WLL Defendant Hearing : 6 July 2020 Judgment

Claim No. SCT 130/2020

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

LEUFA LLC

Claimant

and

LUCAE PIPING COMPANY WLL

Defendant

Hearing **: 6 July 2020**
Judgment **: 8 July 2020**

JUDGMENT OF SCT JUDGE NASSIR AL NASSER

UPON this Claim being filed on 14 April 2020

AND UPON a Consultation being held before SCT Judge Delvin Sumo on 3 June 2020

AND UPON the parties failing to reach a settlement at the Consultation

AND UPON a hearing having been listed before SCT Judge Nassir Al Nasser on 6 June at which the Claimant's representative was in attendance and the Defendant 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 Defendant shall pay the Claimant the total sum of AED 65,625.

2. The Defendant shall pay the Claimant the Court fee in the sum of AED 3,283.50.

Issued by:
Ayesha Bin Kalban
SCT Judge and Deputy Registrar
Date of issue: 8 July 2020
At: 2pm

THE REASONS

The Parties

1. The Claimant is Leufa LLC a company registered in Abu Dhabi, UAE (the "Claimant"),

2. The Defendant is Lucae Piping Company WLL a company registered in Abu Dhabi, UAE (the "Defendant").

Background and the Preceding History

3. The underlying dispute arises over unpaid invoices allegedly owed to the Claimant by the Defendant pursuant to a Hire Agreement signed by the parties,

4. On 14 April 2020, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") for payment of AED 65,625 as the court fee for the filing of this Claim.

5. On 22 April 2020, the Defendant filed an acknowledgement of service with its intention to contest the jurisdiction of the DIFC Courts.

6. On 20 May 2020, the DIFC Courts issued a Jurisdiction Order determining that it has jurisdiction to determine this claim.

7. On 3 June 2020, a consultation was listed before SCT Judge Delvin Sumo, at which the parties failed to reach an agreement.

8. On 2 July 2020, a hearing was listed before me, at which the Claimant's representative and the Defendant's representative was absent.

9. On 6 July 2020, a Second Hearing was listed before me, at which the Claimant's representative was in attendance, and the Defendant 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 they entered into an agreement with the Defendant to rent a 40m lift on April 2019 to August 2019 for their site in Dubai with agreed payment terms of 30 days from the date of the invoice.

12. The Claimant alleges that, despite constant follow-up on payment, it has not received any payment for all hire invoices amounting to AED 65,625.

13. The Claimant also alleges that all hire invoices were submitted to the Defendant's office and were, in turn, accepted by the Defendant. Moreover, the Claimant adds that a credit note was also submitted as per the request of the Defendant against a hire invoice issued in May 2019 due to a one-day breakdown of equipment.

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 Defendant's representative.

15. The Claimant also filed a Statement of Account which reflects the sums owed to the Claimant by the Defendant, in the sum of AED 65,625.

16. The Defendant 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 Defendant shall pay the Claimant the total sum of AED 65,625 being the payments owed for the hire agreement invoices.

18. The Defendant shall pay the Claimant the Court fee in the sum of AED 3,283.50.

Issued by:
Ayesha Bin Kalban
SCT Judge and Deputy Registrar
Date of issue: 8 July 2020
At: 2pm