Claim No: SCT 136/2018

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

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

IN THE SMALL CLAIMS TRIBUNAL

BEFORE SCT JUDGE MAHA AL MEHAIRI

BETWEEN

IPETUS

Claimant

and

IBBY SHIP REPAIRING LLC

Defendant

Hearing: **31 May 2018**

Judgment: **11 June 2018**

JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI

UPON the Claim Form being filed on 26 March 2018;

UPON this claim bring called for a Consultation on 3 May 2018 before SCT Judge Ayesha Bin Kalban;

UPON the parties not reaching settlement at the Consultation;

UPON a Hearing being held before SCT Judge Maha Al Mehairi on 31 May 2018, with the Claimant's and the Defendant's representative in attendance;

AND UPON reviewing the documents and evidence submitted in the Court file;

IT IS HEREBY ORDERED THAT:

1.The Defendant shall pay the Claimant the amount of AED 26,071.43 for pending invoices.

2. Each party shall bear their own costs.

Issued by:

Maha Al Mehairi

SCT Judge

Date of issue: 11 June 2018

At: 10am

THE REASONS

Parties

1.The Claimant is Iapetus Rental LLC (the "Claimant"), a company in the business of providing equipment, service, support, and training.

2. The Defendant is Ibby Ship Repairing LLC, a company that hired machine equipment from the Claimant.

Background and Hearing

3. On 30 August 2016, the Claimant and Defendant engaged in serval transactions involving the rental of machines from the Claimant. The rental transaction goes through a process which involves the client putting forward an inquiry about the rental of equipment, after which the Claimant provides a quotation. If the order is then confirmed, the client usually provides the Claimant with a written and signed LPO prior to the delivery of the machine. Once the equipment is delivered to the site, the client signs the Rental Agreement, which also serves as the Delivery Order.

4. Once the client no longer requires the machine on hire from the Claimant, they will notify the Claimant that the machine is no longer needed. Following which, the Claimant will then send a truck to collect the unit back, and the client will sign the "Off-Hire Notice", whereby the machine is released back to the Claimant. The notice must be signed by the client as well as the delivery driver.

5. The Claimant's accounts department then invoices the Client based on the rental usage of the machine. If the machine is rented for more than 1 calendar month, multiple invoices will be generated, one month at a time, until the unit is off hired.

6. The Claimant and Defendant went through this process with every rental transaction and as such the Claimant has written proof of every transaction that was invoiced to the Defendant. There are 6 invoices pending payment from 2016 in the total amount of AED 26,071.43, and the Claimant alleges that when payment was requested for the invoices, the Defendant kept on postponing.

7. On 26 March 2018, the Claimant filed a case against the Defendant in the DIFC Courts Small Claims Tribunal ("SCT") requesting that the Court order that, as per the Rental Agreement, the Defendant be required to pay the pending invoices for 2016.

8. On 29 April 2018, the Defendant provided an Acknowledgment of Service reflecting its intent to defend against all of the Claim. The parties participated in a Consultation on 5 May 2018 but were unable to reach a settlement.

9. On 31 May 2018 I heard submissions from the Claimant's and Defendant's representatives at the hearing.

10. The Claimant presented the original invoices and explained the process by which each invoice is generated and how the equipment is delivered to the client - having the client sign on each process for confirmation. The Claimant also added that these invoices were generated from 2016 and have not been paid to date.

11. The Defendant's representative did not argue the invoices that were presented by the Claimant and confirmed that they were valid and still pending payment. At the Hearing, the Defendant's representative put forward a request for an instalment payment plan for the amount to be paid back in light of the `rough time' the company was going through. This idea was refused by the Claimant.

Findings

12. This is a very straightforward matter; the Claimant's Claim is accepted on the basis that there is sufficient evidence to support the Claim and the Defendant accepted the invoices. As such it is ordered that the Defendant pay the Claimant the amount of AED 26,071.43 for pending invoices.

13. Each party shall bear their own costs.

Issued by:

Maha Al Mehairi

SCT Judge

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