Claim No: XXXX

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 OF DIFC COURTS

BEFORE H.E. JUSTICE SHAMLAN AL SAWALEHI

BETWEEN

GALIA

Claimant

and

GABOR LTD

Defendant

Hearing: **05 January 2016**

Judgment: **11 January 2016**

AMENDED JUDGMENT OF H.E. JUSTICE SHAMLAN AL SAWALEHI

UPON hearing the Claimant only, as the Defendant did not attend 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 349,125.**
2. The Defendant shall pay the Claimant the Court fee in the sum of **AED 17,456.25.**

The Reasons:

3. The Claimant requested to be refunded 100% of the amount that he had paid to the Defendant under the shareholder agreement. The Defendant had refused to pay the Claimant, which had led the Claimant to file this case before the Court.
4. No settlement was reached by the parties at the end of the consultation and, consequently, the case was sent for adjudication. On 05 January 2015 I heard the Claimant's submissions, as the Defendant had chosen not to attend the hearing.
5. In the Claimant's Particulars of Claim, the Claimant argued that he was approached by the Defendant to become a shareholder, and then he submitted the subscription form with the payment of USD 95,000 to purchase 95,000 shares in July 2013. The Claimant further argued that the Defendant received the payment by cash, and issued a receipt for two vouchers signed and stamped with the Defendant's stamp, and since then he has never received any notifications of his shares or shareholder incorporation status. After one year of payment he received copies of related documents, but not the originals.
6. In their Defence, the Defendant admitted that the Claimant's payment had been received by the company, but denied the Claimant's claim. The Defendant argued that the Claimant was issued 95,000 class B shares that were represented by share certificate No.6 dated 18 December 2103 against what he had paid. The Defendant further argued that the Claimant was fully registered as a shareholder of Gabor Ltd. (the Defendant Company) as it appears from the official list of shareholders issued by the law firm, acting at the time as Gabor Ltd. corporate secretary.
7. I have examined both parties' submissions and I have found that the Defendant was paid by the Claimant the sum of AED 220,500 and the sum of AED 128,625 on 9 September 2013.
8. In my view, the Claimant had made that payment to the Defendant's account, in order to enter into a binding agreement with the Defendant, and as a result to become incorporated as a shareholder within the Defendant's Company in July 2013.
9. It is clear in this case that an agreement to invest in the company shares was not entered into by the Claimant, regardless of the subscription form filled in by the Claimant, the submission of the share certificate by the Defendant, and the copy of the list of shareholders that was printed on a letterhead of the law firm, but has no signature or stamp of the law firm.
10. Having examined all the documents submitted by the Defendants, I am not satisfied, that all of these copies of documents legally represent the Claimant's shares or shareholder incorporation status, neither do they prove that the Claimant has been compensated for the sum that

was paid to the Defendant.

11. Therefore the Defendant shall return back the amount paid by the Claimant on 09 September 2013, namely the sum of AED 349,125.



Issued by:

Nassir Al Nasser

Judicial Officer

Date: 11 January 2016

At: 4pm