THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE SMALL CLAIMS TRIBUNAL

BETWEEN

PERRY

Claimant/Applicant

and

PAISLEIGH

Defendant/Respondent

ORDER WITH REASONS OF H.E. JUSTICE SAPNA JHANGIANI

UPON the Judgment of H.E. Justice Nassir Al Nasser dated 10 June 2026 (the "Judgment) issued after the hearing before H.E. Justice Nassir Al Nasser on 8 June 2026 (the "SCT Hearing")

AND UPON the Defendant's Appeal Notice dated 25 June 2026 seeking permission to appeal the Judgment (the "Application for Permission to Appeal")

AND UPON the hearing before H. E. Justice Sapna Jhangiani on 4 August 2026 with the Claimant in attendance and the Defendant absent (the "Hearing")

AND UPON considering the documents on the case file

AND PURSUANT TO the Rules of the Courts of the Dubai International Financial Centre ("RDC")

IT IS HEREBY ORDERED THAT:

1. The Application for Permission to Appeal is dismissed.

2. There shall be no order as to costs.

Issued by:
Hayley Norton
SCT Judge and Assistant Registrar
Date of Issue: 6 August 2026
At: 8am

SCHEDULE OF REASONS

Introduction

1. The facts are as set out in the Judgment and may be summarised as set out below.

2. The Claimant was invited to interview at the Defendant on 10 October 2024 and received a job offer for the position of Bar Back on 14 October 2024 (the "Offer Letter").

3. The Claimant submits that, in reliance on the Offer Letter, he resigned from his former employment-where he earned AED 6,000 per month-and had his existing visa cancelled. Despite submitting all required documents, the Defendant failed to process the Claimant's new visa. During this period, the Defendant's HR department advised him to remain in the UAE on overstay status, stating that any resulting fines would be deducted from his future salary.

4. When the Claimant's grace period expired without resolution, the Claimant was compelled to leave the UAE and return to Uganda on 22 November 2024. Despite the Defendant repeatedly assuring the Claimant that his visa would be arranged and that he would be brought back to the UAE to commence work, the Defendant withdrew the employment offer on 8 January 2025 due to "unforeseen circumstances within our company". In the meantime, the Claimant had no income and had not pursued other job opportunities.

5. The Claimant adduced evidence to substantiate the above, except that no documents were adduced to prove his previous salary of AED 6,000 per month. His claim before the Small Claims Tribunal (the "Claim") was for AED 25,000 in compensation.

6. The Defendant did not appear at the SCT Hearing or the Hearing, and did not file a defence.

The Judgment

7. The Judgment found that the Claimant's Claim was unsubstantiated and therefore dismissed because:

(a) The Claimant failed to provide evidence of his previous employment or of his alleged earnings of AED 6,000 per month. In addition, the Claimant failed to file evidence to support his claim of loss of income, expenses, or other financial loss arising from the Defendant's actions.

(b) Even if the Claimant had been employed by the Defendant, he would have been within his probationary period. Either party may terminate an employment relationship during the probationary period, subject to the terms of the employment contract and any applicable law. In any event, the Claimant had failed to provide sufficient evidence to establish that he suffered recoverable loss as a result of the Defendant's withdrawal of the offer.

Claimant's Grounds of Appeal

2. The Claimant's Grounds of Appeal are set out verbatim below:

"1. Introduction

The Claimant respectfully appeals the decision dismissing his claim on the basis that the Tribunal erred in its assessment of the evidence and misapplied the relevant legal principles governing reliance, causation, and recoverable loss.

The Claimant submits that the dismissal was reached on an overly narrow evidential approach and an incorrect legal characterisation of the claim.

2. Error in Legal Characterisation of the Claim

The Tribunal treated the matter primarily as an employment dispute governed by probationary termination principles, stating that even if employment had commenced, the Claimant would have been within probation.

With respect, this is an error in law.

The Claimant's claim does not arise from termination of employment. It arises from:

(a) A written offer of employment issued by the Respondent;

(b) Instructions from the Respondent requiring resignation and visa cancellation;

(c) Repeated assurances that employment and visa processing were ongoing;

(d) Subsequent withdrawal of the offer after inducing reliance. Accordingly, the correct legal framework is pre-contractual reliance and loss caused by induced detriment, not probationary employment law.

3. Error in the Treatment of Evidence

The Tribunal found that the Claimant failed to provide sufficient evidence of:

Prior employment and salary

(a) Financial loss; I bought an air ticket back to Uganda were by I attached a flight booking to Uganda which was not considered by the judge

(b) Recoverable damages.

With respect, this constitutes an overly restrictive evidential approach.

The Claimant's case was supported by:

(c) A written employment offer from the Respondent;

(d) WhatsApp and email communications evidencing HR instructions and assurances;

(e) Visa cancellation documentation;

(f) Evidence of forced relocation and unemployment resulting from reliance.

The Tribunal appears to have required strict documentary proof of salary and quantification of loss, without properly considering that reliance-based loss can be established through conduct and contemporaneous communications.

4. Error in Failing to Consider Reliance and Causation

The Tribunal did not properly assess whether the Claimant acted in reasonable reliance on the Respondent's representations.

The evidence demonstrates that:

(a) The Claimant resigned from prior employment based on the Respondent's offer;

(b) The Claimant cancelled his visa upon the Respondent's instructions; which shows I was working and earning some salary

(c) Visa cancellation form is evidence itself.

(d) The Claimant declined alternative employment opportunities; which is also a loss of income because on reliance on the false promises

(e) The Respondent continued to assure the Claimant that visa processing was ongoing.

These facts establish a clear chain of causation between the Respondent's conduct and the Claimant's loss.

The Tribunal failed to properly evaluate this causal link.

5. Error in Assessing Damages

The Tribunal concluded that the Claimant failed to establish recoverable loss.

However, this conclusion is based on an unduly narrow interpretation of loss.

The Claimant's losses include:

(a) Loss of prior employment income;

(b) Period of unemployment;

(c) Costs of relocation and travel due to visa cancellation;

(d) Financial hardship caused by reliance on the Respondent's assurances.

These losses are not speculative. They are the direct and foreseeable consequence of the Respondent's conduct.

6. Error in Applying Probation Principle

The Tribunal's reference to probationary termination is misplaced.

Probation applies only where employment has commenced. In this case, employment never properly commenced due to the Respondent's failure to complete visa processing after inducing reliance.

Therefore, reliance on probation law constitutes a misapplication of the relevant legal principles.

7. Conclusion

For the reasons above, the Claimant respectfully submits that the Tribunal's decision was affected by:

(a) A mischaracterisation of the legal nature of the claim;

(b) An overly strict and narrow evidential approach;

(c) A failure to properly assess reliance and causation;

(d) A misapplication of probationary employment principles. Even if it was on probation which states a certain notice period according to the contract were by when they terminated me they didn't consider it."

3. The relief sought by the Claimant is to:

(a) set aside the Judgment dismissing his Claim, and order a rehearing of the Claim to properly assess his reliance-based loss; and

(b) allow the submission of additional supporting evidence.

4. The Claimant filed additional evidence with his Application for Permission to Appeal, but the Application was determined on the basis of the evidence which was before the learned Judge before the Judgment was handed down.

Applicable Principles for Permission to Appeal a Decision of the SCT

5. Pursuant to Article 21 of DIFC Law No. (2) of 2025 (pertaining to the DIFC Courts), judgments of the Small Claims Tribunal may be appealed before the Court of First Instance where the appeal relates to:

(a) a question of law;

(b) an allegation of a miscarriage of justice;

(c) an issue of procedural fairness; or

(d) a matter provided for in or under DIFC Laws.

6. Under Rule 53.87 of the Rules of the Dubai International Financial Centre Courts 2014 (the "RDC"), the "Court", meaning the Court to which an appeal is made, will allow an appeal where the decision of the lower court was:

(a) wrong

(b) unjust because of a serious procedural or other irregularity in the proceedings;

or

(c) wrong in relation to any other matter provided for or under any law.

7. Under RDC 53.89, an application for permission to appeal a decision of the SCT must be made to the Court of First Instance in a particular form, and under RDC 53.91, permission to appeal may only be granted by me as a judge of the Court of First Instance where:

(a) the Court considers that the appeal would have a real prospect of success; or

(b) there is some other compelling reason why the appeal should be heard.

8. Applying the test that the appeal would have a real prospect of success requires a prospective assessment. In short, an applicant must show that there is a real (i.e. realistic as opposed to fanciful) prospect of persuading an Appeal Court that the learned Judge of first instance in the Small Claims Tribunal was wrong in what he decided, or that the decision was unjust because of a serious procedural or other irregularity in the proceedings. This requirement must be satisfied by the grounds of appeal advanced, and any submissions showing how it is contended that the learned Judge erred in his findings and decision.

Analysis and Decision

9. Firstly, as expressed during the Hearing, it is regrettable that the Claimant ended up being unemployed for several months due to the delay in his visa being procured and his Offer Letter ultimately being withdrawn. During that period of time, he incurred living expenses without any income, and was obliged to purchase an air ticket and return to Uganda. It is clear that the Claimant was placed in a position of financial hardship as a result of his acceptance of, and the subsequent withdrawal of, the Defendant's Offer Letter.

10. The issue which arose in the Judgment was whether the Claimant's legal Claim before this Court was substantiated.

11. Despite the hardship suffered by the Claimant, I see no realistic prospect of an Appeal Court interfering with the Judgment because, whilst the Claimant adduced proof of his visa cancellation and his ticket from Dubai to Uganda, he did not adduce evidence of the costs of these items or of any other specific expenses he incurred and claimed. He also did not adduce evidence of his lost income claimed of AED 6,000 per month.

12. The Claimant's Grounds of Appeal submit that the Judgment erred because the Claimant may claim his reliance loss based on the Offer Letter, and the reliance loss which he suffered was as a direct and foreseeable consequence of the Defendant's conduct. Whilst that may be true, but the Claimant has not proved with evidence (such as receipts setting out the sums incurred) the specific amounts he claims.

13. Even if the Judgment was wrong in finding that if the Claimant had been employed by the Defendant, he would have been within his probationary period, the outcome of the Claim would have been the same, given the lack of evidence to substantiate the Claimant's monetary claim.

14. For the reasons set out above, the Claimant's Application for Permission to Appeal must be dismissed.