Claim No. SCT 314/2020 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 COURTSBEFORE SCT JUDGE MAHA AL MEHAIRI BETWEEN LUDYANI Claimant and LURINA Defendant Hearing : 21 October 2020 Judgment : 2 November 2020 JUDGMENT

Claim No. SCT 314/2020

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 MAHA AL MEHAIRI

BETWEEN

LUDYANI

Claimant

and

LURINA

Defendant

Hearing : **21 October 2020**
Judgment : **2 November 2020**

JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI

UPON this Claim being filed on 10 September 2020

AND UPON a Hearing having been held before SCT Judge Maha Al Mehari on 21 October 2020, with the Claimant 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 8,067.40.

2. The Defendant shall cancel the Claimant's visa.

3. The Defendant shall pay the Claimant the Court fees in the sum of AED 367.50.

Issued by:
Ayesha Bin Kalban
SCT Judge and Deputy Registrar
Date of issue: 2 November 2020
At: 11am

THE REASONS

The Parties

1. The Claimant is Ludyani (the "Claimant"), an individual filing a claim regarding her employment at the Defendant company.

2. The Defendant is Lurina (the "Defendant"), a restaurant located in the DIFC, Dubai, UAE.

Background and the Preceding History

3. The underlying dispute arises over the employment of the Claimant by the Defendant pursuant to an Employment Contract dated 21 October 2019 (the "Employment Contract"). The Claimant was hired in the position of Coffee Cook with a monthly salary of AED 2,300 consisting of the following:

(a) Basic Allowance in the amount of AED 1,200;

(b) Housing Allowance in the amount of AED 700;

(c) Transportation Allowance in the amount of AED 300; and

(d) Other allowances in the amount of AED 100.

4. The Claimant continued her employment with the Defendant until 9 April 2020, when the Claimant, along with other employees of the Defendant, stopped receiving their monthly salaries.

5. The Claimant submitted her resignation on 15 July 2020, and her last working day was on 15 August 2020.

6. On 10 September 2020, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") claiming the following:

(a) Salary for the months of June, July and 15 days in August 2020; and

(b) Accrued but untaken annual leave.

7. The parties met for a Consultation with SCT Judge Delvin Sumo on 6 October 2020 but were unable to reach a settlement. In line with the rules and procedures of the SCT, this matter was referred to me for determination, pursuant to a Hearing held on 21 October 2020.

8. At the Hearing, the Defendant did not contest the Claimant's entitlements under the Employment Contract but argued that its business and financial position have suffered as a result of the global crisis and the outbreak of the Covid-19 pandemic. In addition, the Defendant argued that the Claimant failed to serve a 3 months' notice period set out in the Contract, having served notice for only 1 month.

9. At the Hearing, the Claimant confirmed that she wishes to proceed only with her claim for unpaid salaries, and no longer wishes to pursue her claim for accrued but untaken annual leave.

Discussion

10. This dispute is governed by DIFC Employment Law No. 2 of 2019 (the "DIFC Employment Law") in conjunction with the relevant Employment Contract.

11. The Claimant is seeking payment of her unpaid salaries for the month of June, July and 15 days that she worked in August 2020. The Defendant, during the course of the Hearing, confirmed that the Claimant had indeed worked those days, and as such, I find that the Claimant is entitled to salary for the abovementioned period of time in the sum of AED 166.14 (2,300/260 = AED 106.15 x 76 days of the month of March = AED 8,067.4).

12. Accordingly, the Defendant is ordered to pay the Claimant the amount of AED 8,067.4 for her outstanding dues for the days she worked during the months of June, July and 15 days in August.

13. The Defendant shall pay the Claimant the Court fees in the sum of AED 367.50.

Issued by:
Ayesha Bin Kalban
SCT Judge and Deputy Registrar
Date of issue: 2 November 2020
At: 11am