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

MANIK LLC

Claimant

and

MIUNA LLC

Defendant

Hearing : **3 February 2021**
Judgment : **3 February 2021**

JUDGMENT OF SCT JUDGE NASSIR AL NASSER

UPON hearing the Claimant's representative at the hearing

AND UPON the Defendant failing to attend the hearing although served notice of the hearing date

AND PURSUANT TO Rule 53.61 of the Rules of the DIFC Courts (the "RDC")

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 30,530.44.

2. There shall be no order as to costs.

Issued by:
Nassir Al Nasser
SCT Judge
Date of issue: 3 February 2021
At: 1pm

THE REASONS

The Parties

1. The Claimant is Manik LLC (hereafter "the Claimant"), a company registered in Dubai PO. Box. 123, Dubai, UAE.

2. The Defendant is Miuna LLC (hereafter "the Defendant"), a company registered in Dubai, located at, Dubai, UAE.

Background and the Preceding History

3. The underlying dispute arises over unpaid invoices issued pursuant to a Hire Agreement signed by the Claimant and the Defendant, whereby the Defendant allegedly failed to pay the Claimant sums due under the said Hire Agreement.

4. On 21 December 2020, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") seeking payment in respect of the unpaid amounts owed in the sum of AED 30,530.44.

5. The Defendant failed to formally acknowledge service of the claim but attended the Consultation listed on 14 January 2021.

6. On 14 January 2021 a consultation was held before SCT Judge Delvin Sumo but the parties were unable to reach a settlement.

7. On 3 February 2021, a hearing was listed before me, at which only the Claimant's representative attended, and the Defendant was absent although served notice of the Hearing.

The Claim

8. The Claimant's case is that they entered into an agreement with the Defendant to rent equipment for use by the Defendant for projects in Dubai

during the years 2019 and 2020. However, the Claimant alleges that the Defendant failed to pay the Claimant despite numerous requests for payment being made by the Claimant.

9. Thereafter, the Claimant filed a claim at the DIFC Courts Small Claims Tribunal claiming the sum of AED 30,530.44.

Discussion

10. The Defendant was notified of the listing of the Hearing, however it failed to attend the listing. Furthermore, the Defendant has not made any filing of a defence, or any other form of submission which aid the Court to flesh out any arguments in the hopes of forming a defence. In light of this, I am left with no option other than to decide this Claim based on the evidence of the Claimant only. This is accordance with RDC 53.61, which reads as follows:

> "if a Defendant does not attend the hearing and the Claimant does attend the hearing, the SCT may decide the claim on the basis of the evidence of the Claimant alone."

11. The parties are both registered and located outside of the DIFC but have opted into the DIFC Courts Jurisdiction as can be seen in Clause 9.1 of the Hire Agreement.

12. The Claimant has filed submissions in support of its Claim, and I have not had sight of any evidence to disprove the Claimant's evidence.

13. Therefore, I hereby grant the Claimant's claim and find that the Defendant is liable to pay the Claimant the sum of AED 30,530.44 in accordance with the Hire Agreement and the invoices provided.

Conclusion

14. In light of the aforementioned, I find that the Defendant shall pay the Claimant the total sum of AED 30,530.44.

15. There shall be no order as to costs.

Issued by:
Nassir Al Nasser
SCT Judge
Date of issue: 3 February 2021
At: 1pm