Claim No: SCT 435/2019

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 SCT JUDGE MAHA AL MEHAIRI

BETWEEN

KRUNE GROUP DWC LLC

Claimant

and

KETTY ADVISORS

Defendant

Hearing: **24 November 2019**
Judgment: **4 December 2019**

JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI

UPON the Claim Form being filed on 10 September 2019

AND UPON a Consultation being held on 5 November 2019 before SCT Judge Delvin Sumo with the Claimant's representative and the Defendant's representative attending

AND UPON the parties failing to reach a settlement at the Consultation

AND UPON a Hearing being held on 24 November 2019 before SCT Judge Maha Al Mehairi

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

AND PURSUANT TO Rule 53.61 of the DIFC Courts

AND UPON reviewing all documents and evidence submitted on the Court file

IT IS HEREBY ORDERED THAT:

1. The Defendant shall pay the Claimant a total sum of **AED 40,370**.

2. The Defendant shall pay the Claimant's Court fees in the amount of **AED 2,018.50**.

Issued by:

Ayesha Bin Kalban

SCT Judge and Deputy Registrar

Date of issue: 4 December 2019

At: 3pm

THE REASONS

Parties

1. The Claimant is Krune Group DWC LLC, (the "Claimant"), a company that provides certified Salesforce Kret consulting business, located in Dubai.

2. The Defendant is Ketty Advisors (the "Defendant"), an advisor company that provides an all-in-one pension service, located in Dubai.

Preceding History

3. On 10 September 2019, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") seeking recovery for the sum of

AED 40,370 from the Defendant.

4. The matter was listed for a Consultation before SCT Judge Delvin Sumo on 5 November 2019, however, the parties failed to reach a settlement.

5. The matter was called before me on 24 November 2019, with the Claimant's representative in attendance and the Defendant absent though served notice of the hearing date.

6. Upon reviewing all documentation on the Court file to date, I hereby give my judgment.

The Claim

7. The Claimant was instructed by the Defendant as a consultant to provide an agreed set of services as agreed in a written statement of work (the "Agreement"). The Agreement also contained the fee rates specified in the statement of work. The Agreement was finalised and signed on 20 April 2019 by the companies authorised representatives.

8. The Defendant was invoiced in accordance with the work completed by the Claimant and was paid accordingly. Once the project was completed in accordance with the Agreement, the Claimant sent the final invoice on 23 July 2019. The Claimant submitted a statement of account to the Court as evidence.

9. The Agreement contained a clause that states if there are any queries or disputes regarding an invoice this must be communicated to the Claimant in detail within 7 days of the date of the invoice. The Defendant failed to raise any concern to the Claimant within that time frame.

10. The Claimant has exhausted every means to communicate with the Defendant in relation to the pending invoice without any response from any of the Defendant's officers.

11. The Claimant's argument is simply that they have fulfilled their part of the Agreement and therefore require payment for pre-agreed services. The Defendant refused to pay the amount pending as per the Claimant's invoice, the total amount claimed is AED 40,370.

12. In the hearing, the Claimant drew the Court's attention to evidence to show that they had completed the work and it was stated that the evidence submitted by the Defendant was at a time period before the Claimant had finished working on the Project.

Discussion

13. This dispute is governed by DIFC Contract Law and the relevant case law and principles concerning a breach of contract. As submitted by the Claimant in their submissions, the DIFC Courts have the jurisdiction to hear this matter, as per the Clause set out below:

> "15.1 Governing Law; Venue Any dispute arising out of or in connection with this contract, including any question regarding in existence, validity, or termination, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Finance Center. All hearings will be undertaken in the English language."

14. This is a very straightforward matter; I am satisfied that the Claimant completed the scope of work in the agreed statement of work, as presented by the Claimant in the hearing, as such the Defendant shall pay the Claimant the amount that is invoiced as reflected in the invoice INV-0463 dated 23 July 2019.

15. The Defendant failed to provide any evidence to show that the Claimant's work was not acceptable. In addition, the Defendant failed to raise any issues with the invoice sent within the 7-day period to contest the work as stated in the Agreement.

16. As such, it is hereby ordered that the Defendant shall pay the Claimant the amount of AED 40,370 for the pending invoice. The Defendant shall pay the Claimant the DIFC Courts' filing fee in the amount of AED 2,018.50.

Issued by:

Ayesha Bin Kalban

SCT Judge and Deputy Registrar

Date of issue: 4 December 2019

At: 3pm