Claim No. SCT 101/2018

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

BEFORE SCT JUDGE NATASHA BAKIRCI

BETWEEN

ISAIAH TRADING

Claimant

and

IMELIA LLC

Defendant

Hearing: **10 April 2018**

Judgment: **12 April 2018**

JUDGMENT OF SCT JUDGE NATASHA BAKIRCI

UPON the claim form being filed on 7 March 2018;

AND UPON a Jurisdiction Hearing being held before me SCT Judge Natasha Bakirci on 10 April 2018, with the Claimant's and the Defendant's representatives attending;

AND UPON reviewing the documents and evidence submitted in the Court file;

IT IS HEREBY ORDERED THAT:1

1.The Defendant's application to contest jurisdiction is upheld.

2. The DIFC Courts do not have jurisdiction to hear and determine this claim.

Issued by:

Natasha Bakirci

SCT Judge

Date of Issue: 12 April 2018

At: 4 pm

THE REASONS

Parties

1.The Claimant, Isaiah Trading, is a company specialising in IT products located in Dubai.

2. The Defendant, Imelia , is a company registered with the Department of Economic Development in Dubai.

Background

3. The Claimant claims AED 30,000 from the Defendant for unpaid IT products.

DIFC Courts Jurisdiction

4. The Defendant contested DIFC Courts jurisdiction.

5. The Claimant accepted at the Hearing that there was no connection to the DIFC Courts, neither was there any contractual reference or indeed any other written and signed opt-in to the DIFC Courts jurisdiction. They had come to the DIFC Courts as they had heard good references, moreover, they questioned why they had been able to submit a claim if there was a doubt as to the DIFC Courts' jurisdiction over the matter.

Finding

6. Rule 53.2 of the Rules of the DIFC Courts ("RDC") requires that the Small Claims Tribunal ("SCT") hears only cases that fall "within the jurisdiction of the DIFC Courts." The jurisdiction of the DIFC Courts is determined by Article 5(A) of the judicial authority law, Dubai Law No. 12 of 2004, as amended ("Judicial Authority Law"), which provides a number of limited gateways through which the DIFC Courts have jurisdiction over a claim, which are, as relevant:

> "(a) Civil or commercial claims and actions to which the DIFC or any DIFC Body, DIFC Establishment or Licensed DIFC Establishment is a party;
>
> (b) Civil or commercial claims and actions arising out of or relating to a contract or promised contract, whether partly or wholly concluded, finalised or performed within DIFC or will be performed or is supposed to be performed within DIFC pursuant to express or implied terms stipulated in the contract;
>
> (c) Civil or commercial claims and actions arising out of or relating to any incident or transaction which has been wholly or partly performed within DIFC and is related to DIFC activities; .
>
> (e) Any claim or action over which the Courts have jurisdiction in accordance with DIFC Laws and DIFC Regulations.
>
> (2) .civil or commercial claims or actions where the parties agree in writing to file such claim or action with [the DIFC Courts] whether before or after the dispute arises, provided that such agreement is made pursuant to specific, clear and express provisions."

7. It is not in dispute that the parties in this case have no connection to the DIFC. Moreover, it was accepted by both parties at the hearing that there was never any written opt-in to DIFC Courts jurisdiction in relation to this matter, nor was there likely to be. I explained at the hearing that it is for a judge to determine DIFC Courts jurisdiction in the event that this is challenged.

8. I do not find any evidence before me that both parties have opted into DIFC Courts jurisdiction, nor have I seen any other jurisdictional gateway which would allow the DIFC Courts to consider this case. It follows that the Claimant's claim must be dismissed as the DIFC Courts do not have jurisdiction.

Issued by:

Natasha Bakirci

SCT Judge

Date of Issue: 12 April 2018

At: 4pm