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 H.E. JUSTICE NASSIR AL NASSER

BETWEEN

LALIT

Claimant

and

LEYA

Defendant

Hearing : **13 April 2021**
Judgment : **21 April 2021**

JUDGMENT OF H.E. JUSTICE NASSIR AL NASSER

UPON the Claim Form being filed on 31 March 2021

AND UPON a Hearing being held before H.E. Justice Nassir Al Nassir on 13 April 2021, with the Claimant's representative and the Defendant in attendance.

AND UPON reviewing the documents and evidence filed and recorded on the Court file

IT IS HEREBY ORDERED THAT:

1. The Claimant's claim shall be dismissed.

2. Each party shall bear its own costs.

Issued by:
Nassir Al Nasser
SCT Judge & Registrar
Date of issue: 21 April 2021
At: 9am

THE REASONS

The Parties

1. The Claimant is Lalit (the "Claimant"), a company registered in the Dubai International Financial Centre.

2. The Defendant is Leya (the "Defendant"), an individual filing a claim against his former employer, the Claimant.

Background and the Preceding History

3. The Claimant brings this claim seeking damages in relation to the Defendant's employment with the Claimant.

4. The Defendant filed a claim SCT-037-2021 in relation to his final settlement with the Claimant whereby a Judgment was issued ordering the Claimant to pay the Defendant the sum of AED 72,569.33.

5. On 31 March 2021, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") seeking damages in the sum of AED 66,000.

6. On 6 April 2021, a consultation was held before SCT Judge Hayley Norton, however, the parties failed to settle.

The Claim

7. The Claimant's case is the Defendant failed to serve his contractual obligation to serve the notice period. It submits that has suffered significant loss as a result of the Defendant's failure to serve his notice, and therefore seeks damages for an amount equal to 3 times the Defendant's last monthly wage being AED 22,000.

The Defence

8. The Defendant's defence as submitted to the Court file on 31 March 2021 does not provide any arguments to support his position that alleges that the Defendant's resigned on 4 February 2021 and provided a handover on 6 February 2021, which confirms that the Defendant handed over all work allocated to him in accordance with his obligations.

Discussion

9. This dispute is governed by DIFC Law No. 2 of 2019, as amended by DIFC Law No. 4 of 2020 (the "DIFC Employment Law") in conjunction with the relevant Employment Contract.

10. The Claimant submits that in accordance with paragraph 14 of the Judgment issued in the claim SCT-037-2021, the presiding judge recognised the Defendant's breach of his contractual obligation to serve a notice period, as follows:

> "it is the Court's view that the Claimant was under a contractual obligation to serve a notice period. In failing to do so without the Defendant's consent, he should not be entitled to seek any remuneration with respect to a notice period. As such the Court dismisses the Claimant's claim for payment in lieu of a 3 months' notice period".

11. The Claimant further submits that the total amount that the Defendant would have been entitled should he have served his notice period is AED 66,000.

12. The Claimant therefore seeks damages for the amount set out above in light of the Courts' finding that the Defendant has breached his obligation to the Claimant in light of his failure to serve his notice period.

13. The Claimant submits that during the three-month notice period, the Defendant would have had to complete the following tasks:

a. Backlog accounting & reporting for 2020 in relation to the group entities

b. Consolidation accounting for (4) group entities

c. Preparation of 2020 annual statuary statements for the group entities

d. Oversight in relation to the auditing of the group entities financial statement; and

e. Completion of the implementation of the oracle ERP for bookkeeping.

14. The Claimant also submitted onto the court file a document setting out a breakdown the damages it would have to incur as a result of the Defendant's alleged breach. However, the Claimant failed to provide evidence demonstrating that these costs are legitimate, nor did this document demonstrate the costs already incurred. Therefore, I find that the Claimant has failed to adequately support its claim for damages suffered as a result of the Defendant's failure to serve the notice period.

15. Furthermore, I find that the Defendant's handover document was signed by the Claimant and did not include any tasks referred to by the Claimant above, nor did the Claimant provide evidence that it had communicated with the Defendant regarding these further tasks and that the Defendant failed to complete them.

16. Therefore, I find that the only appropriate course of action in this situation was correctly ordered by the learned judge in the matter SCT-073-2021, by ordering that the Defendant is not entitled to payment in lieu of a notice period seeing as the Defendant refrained from serving one.

Conclusion

17. In light of the aforementioned, I dismiss the Claimant's claim accordingly.

18. Each party shall bear its own costs.